

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF WEST VIRGINIA**

CHARLES W. BELLON, ROBERT E.)	
EAKIN, JUDY GAY BURKE, LOUISE)	
NICHOLS, WILTON G. WALLACE,)	
BERNADOT F. VEILLON, BARBARA)	
BROWN, and ROBERT E. WILLIAMS, on)	
behalf of themselves and others similarly)	No. 5:18-CV-114
situated,)	
)	CLASS ACTION
Plaintiffs,)	
)	
v.)	
)	
THE PPG EMPLOYEE LIFE AND)	
OTHER BENEFITS PLAN, PPG)	
INDUSTRIES, INC., and the PPG PLAN)	
ADMINISTRATOR,)	
)	
Defendants.)	

DECLARATION OF KAREN RATHBURN

I, Karen Rathburn, declare under penalty of perjury that the following is true and correct pursuant to 28 U.S.C. § 1746:

1. I am currently the HR Director, Global Benefits and Mobility, for PPG Industries, Inc. During the time period before and after the Axiall transaction, I was responsible for, among other things, employee benefits for active and retired PPG employees.

2. I have served as the Plan Administrator for the PPG Employee Life and Other Benefits Plan, Plan No. 579, and its predecessor plans since 2011.

3. I have had responsibilities at PPG for employee benefits since approximately 1998. During that time and continuing until today, PPG's practice has been to distribute summary plan descriptions ("SPD") to our employees and retirees as those various SPDs were updated.

4. For example, as it relates to the retiree life insurance benefits at issue in this lawsuit, since 1989, SPDs were distributed in 2005 and 2011.

5. PPG's records also show that an SPDs related to the retiree life insurance benefit at issue in this lawsuit were also issued in 1989.

6. SPDs are also available online and can be requested from PPG's benefit service center.

7. After the Axiall transaction was completed in January 2013, PPG and Axiall continued to discuss whether the obligations of a few retirees should have been transferred to Axiall. Attached to this email as Exhibit O is a true and correct copy of a June 18, 2013 email I received regarding the parties' discussion on that topic.

8. Towards the bottom of the first page of Exhibit O there is a reference to PPG's responsibility "for individuals who are not specifically listed on Exhibit B" of the Employee Matters Agreement. The two individuals mentioned, Janice Murphy and Kristine Scharf Hester, were surviving spouses who were not eligible for any post-retirement medical or life insurance benefits.

9. Attached to this Exhibit P is a true and correct copy of an email chain that includes emails on August 2, August 5, and August 9, 2013. These emails all relate to the same topic discussed immediately above.

10. In the August 9, 2013 email, PPG agreed that "participants not included on Exhibit B, including the Deferred surviving spouses...will remain the responsibility of PPG." These are the same two surviving spouses referenced above.

11. Attached as Summary Judgment Exhibit A is a true and correct copy of my fact deposition transcript.

12. Attached as Summary Judgment Exhibit B is a true and correct copy of Exhibit 2 to my fact deposition.

13. Attached as Summary Judgment Exhibit C is a true and correct copy of Exhibit 3 to my fact deposition.

14. Attached as Summary Judgment Exhibit D is a true and correct copy of Exhibit 5 to my fact deposition.

15. Attached as Summary Judgment Exhibit E is a true and correct copy of Exhibit 11 to my fact deposition.

16. Attached as Summary Judgment Exhibit F is a true and correct copy of the transcript of my deposition as PPG's corporate representative.

17. Attached as Summary Judgment Exhibit G is a true and correct copy of Exhibit 3 to my corporate representative deposition.

18. Attached as Summary Judgment Exhibit H is a true and correct copy of Exhibit 4 to my corporate representative deposition.

19. Attached as Summary Judgment Exhibit I is a true and correct copy of Exhibit 5 to my corporate representative deposition.

20. Attached as Summary Judgment Exhibit J is a true and correct copy of PPG's 1989 Summary Plan Description, Bates stamp beginning at PP000001.

21. Attached as Summary Judgment Exhibit K is a true and correct copy of PPG's 2005 Summary Plan Description, Bates stamp beginning at PPG000032.

22. Attached as Summary Judgment Exhibit L is a true and correct copy of PPG's 2011 Summary Plan Description, Bates stamp beginning at PPG000144.

23. Attached as Summary Judgment Exhibit M is a true and correct copy of a letter PPG sent to Plan participants in the summer of 2012, first announcing the merger, Bates stamp beginning at PPG000025.

24. Attached as Summary Judgment Exhibit N is a true and correct copy of a letter PPG sent to Plan participants in January 2013, following up with more information about the merger, Bates stamp beginning at PPG002893.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on September 29, 2020.

By: Karen Rathburn
Karen Rathburn

EXHIBIT A



Planet Depos®
We Make It *Happen™*

Transcript of Karen Rathburn

Date: August 11, 2020

Case: Bellon, et al. -v- The PPG Employee Life and Other Benefits Plan, et al.

Planet Depos

Phone: 888.433.3767

Email: transcripts@planetdepos.com

www.planetdepos.com

Transcript of Karen Rathburn
Conducted on August 11, 2020

1 (1 to 4)

1	IN THE UNITED STATES DISTRICT COURT	1	A P P E A R A N C E S
2	FOR THE NORTHERN DISTRICT OF WEST VIRGINIA	2	ON BEHALF OF PLAINTIFFS:
3	-----x	3	JAMES T. CARNEY, ESQUIRE
4	CHARLES W. BELLON, ROBERT : Case No.	4	jtcarney10@comcast.net
5	E. EAKIN, JUDY GAY BURKE, : 5:18-cv-00114	5	845 Northridge Drive
6	LOUISE NICHOLS, WILTON G. :	6	Pittsburgh, Pennsylvania 15216
7	WALLACE, BERNADOT F. VEILLON,:	7	(412) 561-0533
8	BARBARA BROWN, and ROBERT E. :	8	
9	(Caption continued on next page.)	9	MAUREEN DAVIDSON-WELLING, ESQUIRE
10		10	mdw@stembercohn.com
11	Deposition of KAREN RATHBURN	11	STEMBER COHN & DAVIDSON-WELLING, LLC
12	Conducted Virtually	12	The Hartley Rose Building
13	Tuesday, August 11, 2020	13	425 First Avenue, 7th Floor
14	9:18 a.m. EST	14	Pittsburgh, Pennsylvania 15219
15		15	(412) 338-1445
16	Job No.: PB310128	16	
17	Pages: 1 - 105	17	MICHAEL A. ADAMS, ESQUIRE
18	Reported by: Pamela L. Beck	18	michael.adams@lewisbrisbois.com
19		19	LEWIS BRISBOIS BISGAARD & SMITH LLP
20		20	3054 Pennsylvania Avenue
21		21	Weirton, West Virginia 26062
22		22	(304) 491-4728
23		23	
24		24	
1	(Caption continued from previous page.)	1	A P P E A R A N C E S C O N T I N U E D
2	-----x	2	ON BEHALF OF DEFENDANTS:
3	WILLIAMS, on behalf of :	3	JOSEPH J. TORRES, ESQUIRE
4	themselves and others :	4	jtorres@jenner.com
5	similarly situated, :	5	JENNER & BLOCK
6	Plaintiffs, :	6	353 N. Clark Street
7	v. :	7	Chicago, Illinois 60654-3456
8	THE PPG EMPLOYEE LIFE AND :	8	(312) 222-9350
9	OTHER BENEFITS PLAN, PPG :	9	
10	INDUSTRIES INC., and THE PPG :	10	LINDSAY GAINER, ESQUIRE
11	PLAN ADMINISTRATOR, :	11	LITTLER MENDELSON, P.C.
12	Defendants. :	12	707 Virginia Street East
13		13	Suite 1010
14	Deposition of KAREN RATHBURN, Conducted	14	Charleston, West Virginia 25301
15	Virtually:	15	(304) 599-4600
16		16	
17		17	ALSO PRESENT:
18		18	ENRIQUE CASAS, AV Technician
19		19	
20	Pursuant to Notice, before Pamela L. Beck,	20	
21	Court Reporter and Notary Public in and for the	21	
22	Commonwealth of Pennsylvania.	22	
23		23	
24		24	

Transcript of Karen Rathburn
Conducted on August 11, 2020

7 (25 to 28)

<p style="text-align: right;">25</p> <p>1 My question was: Does PPG have the right to change 2 these benefits for people who retired prior to 3 September 1, 1984? 4 MR. TORRES: Same objection to the extent 5 it calls for a legal conclusion. Go ahead and 6 answer, Karen. 7 A Again, PPG made a decision to grandfather 8 people that were retired prior to September 1st, 9 1984. 10 Q Given that PPG made that decision, did 11 PPG have the right to change their benefits? 12 A I'm sorry, I missed the beginning of the 13 question. 14 Q Granted that PPG make a decision to 15 grandfather these people, does PPG have the right to 16 change their benefits? 17 MR. TORRES: Same objection to the extent 18 it calls for a legal conclusion. Go ahead and 19 answer, Karen. 20 A Again, PPG made that decision to 21 grandfather the benefits for those groups of 22 employees. 23 Q But my question is not whether PPG made 24 the decision to grandfather the people or not. My</p>	<p style="text-align: right;">27</p> <p>1 for interpreting the plan, right? 2 A Correct. 3 Q I'm asking you for your interpretation as 4 the plan administrator. 5 MR. TORRES: No, you're asking her to 6 speculate. You're asking her hypotheticals. You're 7 not asking her facts, so it's an improper question. 8 And it assumes facts regarding whether the plan 9 administrator has any role in applying reservation 10 of rights clause. But you can go ahead and answer 11 the question if you can. 12 A So, whether or not to change a benefit 13 plan, we don't always change benefit plans, and 14 we've made the decision over the years with respect 15 to certain benefits not to change them. And that's 16 the decision that we've made with respect to people 17 who retired prior to September 1st, 1984. 18 Q Did PPG ever change benefits for 19 insurance coverage for pre-September 1, 1984 20 retirees? 21 A You know, things can have changed over 22 the years, and there are times when medical policies 23 change and medical administration changes, and 24 there's been some subtle changes that have happened</p>
<p style="text-align: right;">26</p> <p>1 question is: As plan administrator, does PPG have 2 the right to change their benefits? 3 MR. TORRES: Well, I'm going to object to 4 the extent it calls for a legal conclusion, and to 5 the extent it assumes facts regarding what 6 obligations that the plan administrator has. But go 7 ahead and answer if you can. 8 A Again, I stick with my original answer. 9 We made that decision to grandfather those retirees 10 because they were retired at the time, and we made 11 that decision. Again, I'm not a lawyer, so I can't 12 speak to rights or not, but we made that decision, 13 and we've basically stood by that. 14 Q But you are the plan administrator, 15 right? 16 MR. TORRES: Object to the form of the 17 question as argumentative, and it assumes facts 18 regarding whether or not the plan administrator has 19 any obligation or rights to take any action with 20 respect to the topics that you're asking her. But 21 go ahead and answer if you can. 22 A Again, it goes back to a decision that 23 PPG made, and we've stayed with that decision. 24 Q You are a plan administrator responsible</p>	<p style="text-align: right;">28</p> <p>1 over the years. For example, you know, when a lot 2 of the people retired, you know, MRIs didn't exist, 3 you know, certain things didn't exist. So, you 4 know, things change in the plan because life goes on 5 with respect to medical technology and those sorts 6 of things. So, yes, have there been changes to the 7 plans over the years? Absolutely with respect -- 8 Q I'm not -- excuse me. My question was: 9 Has PPG changed the provision of the retiree life 10 insurance program for the pre-September 1, 1984 11 retirees? 12 A So, you're just speaking about life 13 insurance? 14 Q Yes. 15 A The answer is no, we have not. 16 Q Now, in the context of the Axiall 17 transaction, did PPG say that it could not change 18 the benefits, retiree life insurance benefits for 19 people who retired prior to September 1, 1984? 20 A All we could have done was describe to 21 them how we administer the plan. We would never 22 tell them -- it wasn't our job to tell them what 23 they couldn't and could not do. That's for them to 24 make that decision. We would have told them how we</p>

Transcript of Karen Rathburn
Conducted on August 11, 2020

12 (45 to 48)

<p>45</p> <p>1 AV TECHNICIAN: Got it. Stand by. 2 (Exhibit 5 was marked for 3 identification.) 4 MR. CARNEY: Would you scroll down that 5 document so Ms. Rathburn can read it. 6 THE WITNESS: Okay. 7 MR. CARNEY: There are several pages, so 8 we have to scroll down all of the pages. 9 THE WITNESS: You can keep moving. 10 AV TECHNICIAN: Okay, just let me know, 11 Ms. Rathburn. 12 THE WITNESS: Okay, keep going. Okay. 13 MR. CARNEY: There's one more. 14 THE WITNESS: Okay. 15 BY MR. CARNEY: 16 Q Now, do you recognize that document? 17 A Yes. 18 Q Okay. What is it? 19 A It's a communication that -- it's a draft 20 of a communication that would have gone to active 21 employees. 22 Q Was a letter ever sent to active 23 employees? 24 A Yes.</p>	<p>47</p> <p>1 Q Did you read that letter? 2 A I'm reading it right now. 3 Q What did harmonize mean to you? 4 MR. TORRES: Objection. The question 5 assumes facts. Go ahead and answer if you can. 6 A I don't know except to say -- I don't 7 know. But I know from my own experience that 8 sometimes there's different carriers available. 9 There's different plan designs. 10 Q Was a similar letter sent to retirees of 11 PPG? 12 A I don't know. 13 Q Wouldn't you know if such a letter was 14 sent? 15 MR. TORRES: Objection to the form of the 16 question as argumentative. Are you asking her what 17 she knows today? Does she think she saw something 18 back in 2012? Show her the document. Go ahead and 19 answer if you can, Karen. 20 A There was a communication to retirees. I 21 do not recall the contents. 22 Q And who sent the communication? 23 MR. TORRES: Objection to the form of the 24 question as vague. Go ahead and answer if you can.</p>
<p>46</p> <p>1 Q Was it one of these letters? 2 MR. TORRES: Object to the form of the 3 question as vague. Go ahead and answer if you can. 4 A There was a formal letter, it may -- I 5 don't know exactly if this was the exact letter that 6 went to active employees. 7 Q Now, did the active employees have a part 8 of a benefit plan of retiree life and retiree 9 medical? 10 A Some did, some did not. 11 Q What about the salaried employees from 12 commodity chemicals? 13 A Some did have post-retirement benefits 14 and some did not. 15 Q Do you remember what group from commodity 16 chemicals salaried employees did not have retiree 17 life and retiree medical? 18 A Oh, people hired after a particular date 19 don't have retiree medical. 20 Q Did you note the words in the last 21 sentence, for plan year 2014, we will harmonize 22 benefits for the new company? 23 A That's the Georgia Gulf -- that was 24 Georgia Gulf writing, not --</p>	<p>48</p> <p>1 A The fulfillment house that is responsible 2 for sending out mail. 3 Q You don't know who signed the 4 communication? 5 A I don't recall. 6 MR. CARNEY: Can we pull up 6094, Bates 7 stamp 6094. 8 AV TECHNICIAN: Counsel, I don't see that 9 number in what you sent me. Repeat that again. 10 MR. CARNEY: 6094. 11 AV TECHNICIAN: I don't have anything 12 under that number. 13 MR. CARNEY: Okay. We'll go on. 14 BY MR. CARNEY: 15 Q Ms. Rathburn, did you have a transition 16 meeting with the Georgia Gulf representatives? 17 A Yes. 18 Q About how many did you have? 19 A I don't know. 20 Q Any idea? 21 MR. TORRES: Objection, it's been asked 22 and answered. Don't guess, Karen. Just testify to 23 the best of your recollection. 24 Q Do you have any idea?</p>

Transcript of Karen Rathburn
Conducted on August 11, 2020

13 (49 to 52)

<p style="text-align: right;">49</p> <p>1 MR. TORRES: Asked and answered. Go 2 ahead and answer the question, Karen. 3 A Twenty-five. 4 Q Now, did the subject of harmonization 5 ever come up in these meetings? 6 A No. 7 MR. TORRES: Asked and answered. 8 MR. CARNEY: She said no. 9 Q Just double checking your answer. You 10 said no? 11 A Correct, no. 12 Q Now, did you ever ask any Georgia Gulf 13 representative what they were going to do with the 14 benefits for recurrent retirees? 15 A No. 16 Q Did anyone at PPG instruct you not to ask 17 that question? 18 A No. 19 Q Did anyone at PPG ever tell you that 20 Georgia Gulf intended to harmonize benefits between 21 the Axiall employees and retirees and PPG employees 22 and retirees? 23 MR. TORRES: Objection to the form of the 24 question. It's compound as phrased. Go ahead and</p>	<p style="text-align: right;">51</p> <p>1 Q And that was the reason for the proposal? 2 MR. TORRES: Objection, lack of 3 foundation. Go ahead and answer if you can. 4 A I'm sorry, I did not understand the 5 question. 6 Q Was that the reason in your mind for the 7 proposal to transfer the retirees in the OPAC 8 liabilities? 9 MR. TORRES: Objection, lack of 10 foundation. Go ahead and answer if you can. 11 A My experience is every deal is different. 12 Q Well, did anybody tell you that that was 13 the reasoning for the proposal? 14 MR. TORRES: Objection to the form of the 15 question as vague. Go ahead and answer if you can, 16 Karen. 17 A So, each deal is different, and there are 18 buyers who are willing to take on liabilities, which 19 in this particular case also included 20 post-retirement benefit obligations, and they were 21 willing to take that on. 22 MR. CARNEY: Ms. Reporter, would you read 23 back the question. 24 (The record was read back by the</p>
<p style="text-align: right;">50</p> <p>1 answer if you can, Karen. 2 A So, the letter you show showed that they 3 were going to -- they mentioned what they were going 4 to harmonize benefits, and that was an active 5 employee letter. I don't have any insight or 6 knowledge into retirees. 7 Q So, no one at PPG told you anything about 8 their plans? 9 MR. TORRES: Objection. Go ahead and 10 answer it again. 11 A No. 12 Q Did PPG ever suggest to Axiall or Georgia 13 Gulf that it could reduce costs for a new company by 14 reducing PPG level of benefits? 15 A No. 16 Q Now, why did PPG propose to transfer the 17 OPAC liability for current retirees to Axiall? 18 MR. TORRES: Objection, lack of 19 foundation. Go ahead and answer if you can. 20 A So, when you're selling the business and 21 you're selling the entire business, and you have a 22 buyer who is willing to take on liabilities, that's 23 what this buyer was willing to do, was to take on 24 liabilities.</p>	<p style="text-align: right;">52</p> <p>1 Reporter.) 2 A No. 3 Q Was the reasoning for the transfer of the 4 liability the fact that this transaction was a 5 Morris Trust, Reverse Morris Trust transaction? 6 MR. TORRES: Objection, lack of 7 foundation. Go ahead and answer if you can. 8 A Sorry, I did not understand the question. 9 Q Did anyone -- excuse me, I'll strike 10 that. Was the reasoning for the transfer of the 11 liability the fact that this transaction to perform 12 a Reverse Morris Trust transaction? 13 MR. TORRES: Same objection. 14 A No. 15 Q No? 16 A No. It was a consequence of the Reverse 17 Morris Trust. 18 Q But was it a necessary consequence of 19 using a Reverse Morris Trust? 20 MR. TORRES: Objection, asked and 21 answered again. Go ahead and answer the question, 22 Karen. 23 A No, it was a consequence of a Reverse 24 Morris Trust.</p>

Transcript of Karen Rathburn
Conducted on August 11, 2020

16 (61 to 64)

<p style="text-align: right;">61</p> <p>1 to be asking about an answer that was subsequently 2 amended. But go ahead and answer if you can, Karen. 3 A I don't know the answer to that. 4 Q You don't know whether you made any 5 effort to check the accuracy or not? 6 MR. TORRES: Of the question? I'll 7 object to the form of the question as vague. 8 Q You may answer. 9 MR. TORRES: Can you answer the question 10 as phrased, Karen? 11 THE WITNESS: I cannot. 12 MR. TORRES: Let's go off the record for 13 a minute. 14 (There was a recess in the proceedings 15 from 11:40 a.m. to 11:51 a.m.) 16 MR. CARNEY: Back on the record. 17 BY MR. CARNEY: 18 Q Ms. Rathburn, you testified before that 19 there was a transition period when you were working 20 with the Axiall people to transitioning benefits 21 over to them. 22 Do you recall testifying to that? 23 MR. CARNEY: I missed -- Pam, can you 24 read the question back. I missed the first part.</p>	<p style="text-align: right;">63</p> <p>1 Q Did anybody ever give you any reasoning, 2 other than that, for the transfer of retirees? 3 MR. TORRES: Objection, it's vague as to 4 time, and it's also generally vague. But go ahead 5 and answer if you can. 6 Q At the time that the Axiall transaction 7 was taking place in 2012 and 2013, did anyone ever 8 give you an explanation for any reason for the 9 transfer other than what you've put down and 10 testified in Answers to Interrogatories? 11 A No. 12 Q After that time, has anyone ever given 13 you any other reason for the transfer of retirees 14 and OPAC liability? 15 A No. 16 Q Now, have you ever been involved in any 17 other sale of PPG units both before or after the 18 actual transaction? 19 MR. TORRES: Did you say PPG units? 20 Q Yeah, units of PPG, such as commodity 21 chemicals? 22 A Yes. 23 Q What transactions have you been involved 24 in?</p>
<p style="text-align: right;">62</p> <p>1 (The record was read back by the 2 Reporter.) 3 A Yes. 4 Q When was that transition period? When 5 did it start and when did it end? 6 A It started on the day of closing, and it 7 ended I believe on July 1st of that same year. 8 Q 2013? 9 A Yes. 10 Q After that, did you have any expectation 11 as to whether or not Axiall would continue to 12 provide indefinitely PPG retiree life and retiree 13 medical? 14 MR. TORRES: Objection to the extent it 15 calls for speculation. Go ahead and answer if you 16 can. 17 A No. 18 Q You had no expectation? 19 A I didn't -- no, I had no thought about 20 it. 21 Q Now, you've testified that the transfer 22 of the retirees was the consequence of the 23 transaction, right? 24 A Yes.</p>	<p style="text-align: right;">64</p> <p>1 A I've been involved in a variety of sales 2 of businesses and acquisitions of businesses for 3 PPG. 4 Q In the sales of businesses, what units 5 were involved in the sales? 6 A Fiberglass, automotive glass and flat 7 glass. 8 Q When were these transactions 9 accomplished? 10 A They ranged from 2008 to 2016. 11 Q Did PPG transfer retirees and OPAC 12 liability for current retirees from these units? 13 A No. 14 Q Did PPG make any proposal to transfer 15 retirees from these units in these negotiations? 16 MR. TORRES: Objection, lack of 17 foundation, but go ahead and answer if you can. 18 A I don't know. 19 Q Did PPG have the financial wherewithal to 20 pay for the OPAC liabilities that were transferred 21 to Axiall? 22 MR. TORRES: Object to the form of the 23 question. Go ahead and answer if you can. 24 A Yes.</p>

Transcript of Karen Rathburn
Conducted on August 11, 2020

17 (65 to 68)

<p style="text-align: right;">65</p> <p>1 Q Would there have been any practical</p> <p>2 problem for PPG to continue the benefits for the PPG</p> <p>3 retiree who were transferred to Axiall?</p> <p>4 MR. TORRES: Object to the form of the</p> <p>5 question, also lack of foundation. Go ahead and</p> <p>6 answer if you can.</p> <p>7 A No.</p> <p>8 Q By transferring the OPAC liability to</p> <p>9 Axiall, was PPG able to take the value of these</p> <p>10 liabilities off its books?</p> <p>11 MR. TORRES: Object to the form of the</p> <p>12 question. Go ahead and answer if you can.</p> <p>13 A Yes.</p> <p>14 Q What was the value of the OPAC liability</p> <p>15 when PPG transferred to Axiall?</p> <p>16 MR. TORRES: Objection, it's vague as to</p> <p>17 time. But go ahead and answer if you can.</p> <p>18 A I don't recall the specific number.</p> <p>19 Q Would 190 million sound right?</p> <p>20 A I don't recall the specific number.</p> <p>21 Q Now, how did PPG determine -- strike</p> <p>22 that.</p> <p>23 Did PPG determine at the time of the sale</p> <p>24 the value of the liability that it was transferring?</p>	<p style="text-align: right;">67</p> <p>1 MR. TORRES: Object to the form of the</p> <p>2 question, assumes facts. Go ahead and answer if you</p> <p>3 can.</p> <p>4 A I don't know exactly.</p> <p>5 Q Do you know generally, not exactly?</p> <p>6 MR. TORRES: Same objection. Go ahead</p> <p>7 and answer if you can.</p> <p>8 A I don't know with respect to retiree</p> <p>9 life. With respect to pension, yes.</p> <p>10 Q What about retiree medical?</p> <p>11 MR. TORRES: Objection, just a general</p> <p>12 objection. There's no issue in this lawsuit about</p> <p>13 retiree medical, but you keep asking about it. So,</p> <p>14 I'm going to object to the extent it's not relevant</p> <p>15 to the issues in the lawsuit. But go ahead and</p> <p>16 answer if you can.</p> <p>17 A I don't know. We have actuaries who do</p> <p>18 that work. It's not my area of expertise.</p> <p>19 Q Did you find out at some point in time</p> <p>20 that Axiall had terminated retiree life for the PPG</p> <p>21 retirees?</p> <p>22 MR. TORRES: Asked and answered. You can</p> <p>23 go ahead and answer it again.</p> <p>24 A Yes.</p>
<p style="text-align: right;">66</p> <p>1 A Did PPG value it?</p> <p>2 Q Yes.</p> <p>3 A No.</p> <p>4 Q Did PPG have someone value it?</p> <p>5 A Yes.</p> <p>6 Q Who?</p> <p>7 A Our actuary.</p> <p>8 Q Mercer?</p> <p>9 A Yes.</p> <p>10 Q Now, do you know in a general sense how</p> <p>11 Mercer valued the liabilities?</p> <p>12 A Yes.</p> <p>13 Q Would you describe in a general sense how</p> <p>14 Mercer would determine the liabilities or value the</p> <p>15 liabilities.</p> <p>16 A They look at the census information, they</p> <p>17 look at the -- they are required to look at a</p> <p>18 particular life expectancy table. They look at the</p> <p>19 value, and they have some very complicated</p> <p>20 accounting to then come up with the valuation of it.</p> <p>21 Q Is a key number or factor in the</p> <p>22 valuation the discount rate?</p> <p>23 MR. TORRES: Is a key factor?</p> <p>24 MR. CARNEY: Key factor.</p>	<p style="text-align: right;">68</p> <p>1 Q When was that?</p> <p>2 MR. TORRES: When did she learn or when</p> <p>3 did they terminate them?</p> <p>4 Q When did you learn?</p> <p>5 MR. TORRES: Asked and answered also, but</p> <p>6 go ahead and answer again.</p> <p>7 A I learned after Axiall had made the</p> <p>8 decision to terminate the benefits, and they</p> <p>9 notified participants, we heard from participants.</p> <p>10 MR. CARNEY: Could we pull up document</p> <p>11 151.</p> <p>12 (Exhibit 8 was marked for</p> <p>13 identification.)</p> <p>14 Q Ms. Rathburn, these are a series of</p> <p>15 emails. Would you have the technician scroll</p> <p>16 through those so you can read them.</p> <p>17 THE WITNESS: Okay. Okay. Okay.</p> <p>18 MR. TORRES: Can you go back up to the</p> <p>19 first one, please. Scroll back down to the second</p> <p>20 one, please. Give me one second before you ask your</p> <p>21 question.</p> <p>22 MR. CARNEY: I haven't asked a question</p> <p>23 yet.</p> <p>24 MR. TORRES: Just hold on a second here.</p>

Transcript of Karen Rathburn
Conducted on August 11, 2020

18 (69 to 72)

<p>69</p> <p>1 MR. CARNEY: Are you ready?</p> <p>2 MR. TORRES: No, I'm not. I'll tell you</p> <p>3 when I am.</p> <p>4 MR. CARNEY: Okay.</p> <p>5 MR. TORRES: One more second. Sorry.</p> <p>6 All right, go on.</p> <p>7 BY MR. CARNEY:</p> <p>8 Q Now, do you recognize any of these</p> <p>9 emails?</p> <p>10 A Yes.</p> <p>11 Q What are they?</p> <p>12 A They're an email from Michael McGarry to</p> <p>13 me because he wanted to talk to me.</p> <p>14 Q And what did you talk about?</p> <p>15 A I don't have the specifics on that</p> <p>16 meeting. I meet with him frequently.</p> <p>17 Q Would you have talked about the fact that</p> <p>18 Axiall had terminated the retiree benefits and</p> <p>19 retiree life benefits?</p> <p>20 A I don't recall specifically.</p> <p>21 Q Do you recall asking for the number of</p> <p>22 people who had SIB who were retirees transferred to</p> <p>23 Axiall?</p> <p>24 A I don't understand the question.</p>	<p>71</p> <p>1 A So, we -- you know, as part of the</p> <p>2 transaction, Axiall acquired the liabilities, which</p> <p>3 included post-retirement liabilities, which then we</p> <p>4 transferred retirees to Axiall.</p> <p>5 Q Did you transfer them to Axiall, or did</p> <p>6 you transfer them to anybody else besides Axiall?</p> <p>7 MR. TORRES: Object to the form of the</p> <p>8 question as vague. Go ahead and answer if you can.</p> <p>9 I would also object to the extent it calls for a</p> <p>10 legal conclusion. Sorry, go ahead.</p> <p>11 A I don't know which entity that they were</p> <p>12 transferred to, but Axiall took them on.</p> <p>13 Q What action did you take to transfer</p> <p>14 them?</p> <p>15 A So, we did transition of benefits for a</p> <p>16 period of time, and then at some point Axiall took</p> <p>17 them on. So, we would have sent their information</p> <p>18 to Axiall for them to ensure that it was on their</p> <p>19 system.</p> <p>20 Q Did you remove them from the PPG plan?</p> <p>21 A Well, once the transition of services</p> <p>22 benefit was over, then we would have termed their</p> <p>23 coverage in our plan because they were going over to</p> <p>24 Axiall.</p>
<p>70</p> <p>1 Q Do you recall asking at this time for the</p> <p>2 number of retirees who had transferred to Axiall and</p> <p>3 who had elected SIB?</p> <p>4 A This is the general time frame when I</p> <p>5 believe that they canceled coverage, and we would</p> <p>6 have heard from retirees, so yes.</p> <p>7 Q Do you remember what you and Mr. McGarry</p> <p>8 said in this meeting?</p> <p>9 MR. TORRES: Asked and answered. Go</p> <p>10 ahead and answer it again.</p> <p>11 A I don't recall the specifics of this</p> <p>12 particular meeting.</p> <p>13 Q Okay. Now, did you take any action --</p> <p>14 MR. CARNEY: Excuse me, you can take away</p> <p>15 the exhibit.</p> <p>16 Q Now, did you take any action to remove</p> <p>17 commodity chemicals retiree from the PPG welfare</p> <p>18 plan applicable to them?</p> <p>19 MR. TORRES: Pam, can you read that back.</p> <p>20 I missed about half of it.</p> <p>21 (The record was read back by the</p> <p>22 Reporter.)</p> <p>23 MR. TORRES: Vague as to time. Go ahead</p> <p>24 and answer if again.</p>	<p>72</p> <p>1 Q How did you term the coverage in your</p> <p>2 plan under the PPG plan?</p> <p>3 A Well, actually, just to clarify, once the</p> <p>4 transaction closed, even though we were doing a</p> <p>5 transition of benefits, we would have removed them</p> <p>6 from PPG's coverage and would have put them into</p> <p>7 their separate group to do the transition. And then</p> <p>8 once the transition happened at the end when Axiall</p> <p>9 had taken them on to their own systems, then we</p> <p>10 would have developed a services agreement at that</p> <p>11 point.</p> <p>12 Q What steps did you take to remove them</p> <p>13 from the PPG plan?</p> <p>14 A The normal terminations process that we</p> <p>15 do for everybody who terminates coverage.</p> <p>16 Q What is that process?</p> <p>17 A Go into the system, and as of a</p> <p>18 particular date, you know, their coverage would be</p> <p>19 terminated. And then that information then makes</p> <p>20 its way to the carrier.</p> <p>21 Q You terminated each one individually and</p> <p>22 sent that information to the carriers?</p> <p>23 A That's right.</p> <p>24 Q What authority did you have to take such</p>

Transcript of Karen Rathburn
Conducted on August 11, 2020

19 (73 to 76)

<p>73</p> <p>1 action?</p> <p>2 MR. TORRES: Objection to the extent it</p> <p>3 calls for a legal conclusion. And when you're</p> <p>4 saying you, are you asking her individually, or are</p> <p>5 you asking her -- I think you need to clarify that.</p> <p>6 MR. CARNEY: Well, in this deposition,</p> <p>7 I'm asking her as an individual. Maureen will be</p> <p>8 asking her questions about PPG's position.</p> <p>9 MR. TORRES: That doesn't answer my</p> <p>10 objection, because you've been asking about stuff</p> <p>11 that PPG did, you've been asking about stuff that</p> <p>12 she did. I'm simply asking you whether when you're</p> <p>13 asking her this question, when you say you, are you</p> <p>14 saying PPG or her individually? That's the --</p> <p>15 BY MR. CARNEY:</p> <p>16 Q What did you do individual?</p> <p>17 A What did I do individually? Could you</p> <p>18 repeat the question, please.</p> <p>19 Q Yes.</p> <p>20 A I'm sorry, could you repeat the question,</p> <p>21 please.</p> <p>22 Q What action did you take as an individual</p> <p>23 to remove these people from the PPG plan?</p> <p>24 MR. TORRES: That's been asked and</p>	<p>75</p> <p>1 Q Okay. Now, did you order somebody in</p> <p>2 your group to do it?</p> <p>3 A Yes, as part of our actions, we would</p> <p>4 have had people in the team take the action to</p> <p>5 terminate the coverage.</p> <p>6 Q Were you acting in a fiduciary capacity</p> <p>7 when you gave instruction to the group to go ahead</p> <p>8 and remove these people?</p> <p>9 MR. TORRES: Objection, it calls for a</p> <p>10 legal conclusion. Go ahead and answer.</p> <p>11 A No.</p> <p>12 Q Pardon me, I didn't hear your answer.</p> <p>13 MR. TORRES: She said no three times.</p> <p>14 A No.</p> <p>15 Q Were you changing the eligibility role</p> <p>16 for the plan?</p> <p>17 A No.</p> <p>18 Q Were you keeping the eligibility role</p> <p>19 part of your function as the plan administrator?</p> <p>20 A The role didn't change.</p> <p>21 Q Isn't that a function of your duties as</p> <p>22 plan administrator?</p> <p>23 MR. TORRES: Objection, it's</p> <p>24 argumentative, asked and answered. Go ahead and</p>
<p>74</p> <p>1 answered. Go ahead and answer it again.</p> <p>2 A I personally took no action.</p> <p>3 Q What action did PPG take?</p> <p>4 MR. TORRES: Asked and answered. Go</p> <p>5 ahead and answer it again, Karen.</p> <p>6 A So, the team would have gone through the</p> <p>7 process of taking the coverage and terminating it in</p> <p>8 our system and sending the information to Axiall,</p> <p>9 and then making sure that our carriers were notified</p> <p>10 that the coverage had been terminated under PPG.</p> <p>11 Q Now, did PPG arrange for these retirees</p> <p>12 to be transferred to a different PPG entity?</p> <p>13 MR. TORRES: Objection to the extent it</p> <p>14 calls for a legal conclusion. It's also vague as to</p> <p>15 time. Go ahead and answer if you can.</p> <p>16 A No.</p> <p>17 Q Is that a no?</p> <p>18 A Correct.</p> <p>19 Q Now, was your action in removing the</p> <p>20 people from the -- was PPG's action -- strike that.</p> <p>21 Now, you said you took no individual</p> <p>22 action to remove these people from the PPG plan,</p> <p>23 correct?</p> <p>24 A Correct, me personally, I did not.</p>	<p>76</p> <p>1 answer it again.</p> <p>2 A No, that's not a plan administrator duty,</p> <p>3 because the eligibility role did not change.</p> <p>4 Q Now, did anyone else besides your group</p> <p>5 take any action to remove the commodity chemicals</p> <p>6 retirees from the PPG plan?</p> <p>7 MR. TORRES: Objection, lack of</p> <p>8 foundation. Go ahead and answer if you can.</p> <p>9 A No.</p> <p>10 Q Now, what in the plan permitted such an</p> <p>11 action?</p> <p>12 MR. TORRES: Objection, the question</p> <p>13 assumes facts, it also calls for a legal conclusion.</p> <p>14 Go ahead and answer if you can.</p> <p>15 A Nothing in the plan prohibited the</p> <p>16 transfer of retirees.</p> <p>17 Q Did anything in the plan permit it?</p> <p>18 MR. TORRES: Asked and answered. Go</p> <p>19 ahead and answer it again.</p> <p>20 A Nothing in the plan prohibited the</p> <p>21 transfer of the retirees.</p> <p>22 Q But my question was, did anything permit</p> <p>23 it?</p> <p>24 MR. TORRES: Objection, asked and</p>

EXHIBIT B

From: Microsoft Exchange on behalf of McGarry, Michael H. [mcgarry@ppg.com]
Sent: Monday, May 14, 2012 9:37 PM
To: thompson@ggc.com; Joseph Breunig; JAMES WORRELL
Subject: Benefits
Attachments: Benefits (58.2 KB)

Sender: mcgarry@ppg.com
Subject: Benefits
Message-Id: <7F79321A2D84C1468D9103C7F931D95A0B7D012A6B@SDRSMSXMBX03.nac.ppg.com>
To: thompson@ggc.com
To: breunigj@ggc.com
To: WORRELLJ@ggc.com



From: McGarry, Michael H.
Sent: Monday, May 14, 2012 9:37 PM
To: thompson@ggc.com; Joseph Breunig; JAMES WORRELL
Subject: Benefits
Attachments: 2012 Scarlet Retiree Benefits Information.docx; 2012 Scarlet Salaried Benefits Information.docx

James –attached you will find a matrix of PPG benefits. Pls fill in the column labeled Grizzly benefits and also provide a summary of the Grizzly benefit overview for your retirees. We can discuss this in more depth tomorrow- thanks- Michael

CONFIDENTIALITY NOTICE

This email (including any attachments) is intended for the sole use of the intended recipient/s and may contain confidential information, which also may be legally privileged. Any reliance upon, access to, review, disclosure, copying, forwarding or other distribution of any or all of the contents in this message by others who are not the intended recipient/s is STRICTLY PROHIBITED. If you are not the intended recipient, please delete the message and all copies and confirm to the sender by email. Your cooperation is appreciated.

2012 Benefits Overview PPG Retired Employees

Benefit	Salaried	Lake Charles Union	Natrium Union
<p>Pre-Reservation and Post-Reservation Dates</p>	<p>Employees who retired prior to 9/1/1984 are considered to be ‘pre-preservation’ retirees, which means that the Company has made very few changes to the retiree health care plan and monthly contributions of these retirees.</p>	<p>Employees who retired prior to 5/15/1987 are considered to be ‘pre-preservation’ retirees, which means that the Company has made very few changes to the retiree health care plan, prescription drug plan and monthly contributions of these retirees.</p>	<p>Employees who retired prior to 3/1/1987 are considered to be ‘pre-preservation’ retirees, which means that the Company has made very few changes to the retiree health care plan, prescription drug plan and monthly contributions of these retirees.</p>
	<p>Employees who retired on or after 9/1/84 are considered to be ‘post-reservation’ retirees and PPG has reserved the right to amend, modify or terminate retiree health care coverage. Since 2001, the Company has made annual changes to the health care and prescription drug plan designs and/or changes to monthly contributions for this group of retirees.</p>	<p>Employees who retired on or after 5/15/87 are considered to be ‘post-reservation’ retirees and PPG has reserved the right to amend, modify or terminate health care coverage. Health care plans and monthly contributions for union retirees are identical to the plans and contributions of salaried retirees. Since 2001, the Company has made annual changes to the health care and prescription drug plan designs and/or changes to monthly contributions for this group of retirees.</p> <p>Please note that if an employee retires and the contract under which he/she retired has not yet expired, then that person is considered to be a ‘current contract’ retiree and his/her retiree health care coverage remains tied to the active plan until the contract (under which they retired) expires.</p>	<p>Employees who retired on or after 3/1/87 are ‘post- reservation’ retirees and PPG has reserved the right to amend, modify or terminate health care coverage. Health care plans and monthly contributions for union retirees are identical to the plans and contributions of salaried retirees. Since 2001, the Company has made annual changes to the health care and prescription drug plan designs and/or changes to monthly contributions for this group of retirees.</p> <p>Please note that if an employee retires and the contract under which he/she retired has not yet expired, then that person is considered to be a ‘current contract’ retiree and his/her retiree health care coverage remains tied to the active plan until the contract (under which they retired) expires.</p>

2012 Benefits Overview PPG Retired Employees

Benefit	Salaried	Lake Charles Union	Natrium Union
Post-Reservation: Pre-Medicare Retirees	<p>Enroll in PPO and Prescription Drug Plan Sponsored by PPG <i>OR</i></p> <p>Enroll in a plan not sponsored by PPG and receive a monthly reimbursement of up to \$359 per month per participant (less a \$10 per participant per month administrative contribution), up to a maximum of two reimbursements</p> <p>PPG Sponsored Plan Overview:</p> <ul style="list-style-type: none"> • \$400 in-network annual deductible/\$800 Out-of-network annual deductible • \$1,250 annual in-network out-of-pocket maximum/\$2,500 annual out-of-network out-of-pocket maximum • \$30 office visit co-pay • 80% coverage for most other in-network services/60% out-of-network • Prescription Drugs: <ul style="list-style-type: none"> \$150 per participant annual prescription drug plan deductible Retail: 30% co-insurance for generic and preferred brand name prescription drugs, 50% co-insurance for non-preferred brand name drugs, 35% co-insurance biotech - \$1,200 out-of-pocket maximum, mandatory generic. Mail (up to a 90 day supply): \$20 co-payment for generic prescriptions, \$70 co-payment for preferred brand name prescriptions and \$90 for non-preferred brand name prescriptions. • Monthly Contribution \$162 per participant, maximum two 	<p>Once the contract under which employee retires expires, then Lake Charles retirees have the same plan options and retiree contributions as salaried post-reservation pre-Medicare retirees, as described in the first column.</p>	<p>Once the contract under which employee retires expires, then Natrium retirees have the same plan options and retiree contributions as salaried post-reservation pre-Medicare retirees, as described in the first column.</p>

2012 Benefits Overview PPG Retired Employees

	contributions		
Benefit	Salaried	Lake Charles Union	Natrium Union
Post-Reservation: Medicare Eligible Retirees	<p>Enroll in Medicare Advantage PPO (FreedomBlue) and/or Prescription Drug (Caremark) Plan Sponsored by PPG <i>OR</i> Enroll in a plan not sponsored by PPG and receive a monthly reimbursement of up to \$100 per month per participant, up to a maximum of two reimbursements, with supporting documentation.</p> <p>PPG Sponsored Plan Overview:</p> <ul style="list-style-type: none"> • \$175 in-network annual deductible/\$250 Out-of-network annual deductible • \$1,150 annual in-network out-of-pocket maximum/\$2,100 annual out-of-network out-of-pocket maximum • \$20 office visit PCP and \$30 specialist co-pay • 90% coverage for most other in-network services/80% out-of-network • Prescription Drugs: \$150 per participant annual prescription drug plan deductible Retail: 20% co-insurance for generic and preferred brand name prescription drugs, 40% co-insurance for non-preferred brand name drugs, 35% co-insurance biotech - \$1,500 out-of-pocket maximum, mandatory generic. Mail (up to a 90 day supply): \$20 co-payment for generic prescriptions, \$45 co-payment for preferred brand name prescriptions, \$70 for non-preferred brand name and \$100 for biotech prescriptions. • Monthly Contributions: <ul style="list-style-type: none"> ✓ FreedomBlue and Caremark: \$131 per participant, maximum two contributions ✓ FreedomBlue Only: \$63 ✓ Caremark Only: \$68 ✓ Non-Sponsored:\$5 	<p>Once the contract under which employee retires expires, then Lake Charles retirees have the same plan options and retiree contributions as salaried post-reservation Medicare-eligible retirees, as described in the first column.</p>	<p>Once the contract under which employee retires expires, then Natrium retirees have the same plan options and retiree contributions as salaried post-reservation Medicare-eligible retirees, as described in the first column.</p>

**2012 Benefits Overview
PPG Retired Employees**

Benefit	Salaried	Lake Charles Union	Natrium Union
Litigation	None	<p>In 2001, when PPG announced changes to retiree health plans for current and future retirees, a group of unions, including the unions representing employees at Lake Charles and Natrium, filed a suit in federal court in Pittsburgh (the “Pennsylvania case”) seeking to compel arbitration of the retirees’ claim that the retiree health benefits were vested lifetime benefits. The district court dismissed the suit, holding that the benefits in question were not vested. The Third Circuit affirmed.</p> <p>In 2005, while the Pennsylvania case was pending, a putative class consisting of PPG retirees who had been represented by five different unions, including the unions that had filed the Pennsylvania case, filed a class action in Ohio again alleging that PPG could not change the Plaintiffs’ retiree health benefits because they were vested lifetime benefits. The district court dismissed the action with respect only to those retirees who had been represented by the unions involved in the Pennsylvania case, holding that they were bound by the findings in that case. The Plaintiffs appealed to the Sixth Circuit which recently held oral argument. A decision is expected in Summer 2012.</p>	Same as Lake Charles column

2012 Benefits Overview PPG Retired Employees

Benefit	Salaried	Lake Charles Union	Natrium Union
Pre-Reservation Retiree Plans	<p>Retirees prior to 1/1/1984: \$100/\$200 deductible Co-insurance varies – 80% - 100% Stop Loss – When covered charges exceed \$7,000 individual, then 100% for remainder of year and the following calendar year.</p> <p>Retirees between 1/1/1984 – 9/1/1984: \$100/\$200 deductible Co-insurance varies – 80% - 100% Stop Loss – When covered charges exceed \$7,000 individual or \$12,500 family, then 100% for remainder of year.</p>	<p>Lake Charles Over age 65 and retired between 5/84 – 5/87 (0052): Basic/Major Medical Plan Major Medical Deductible: \$150/\$450, co-insurance varies by service – 50% - 90% Base: 100% co-insurance</p> <p>Lake Charles Under age 65 and retired Prior to 5/84 (0054): Basic/Major Medical Plan Major Medical Deductible: \$100/\$300, 80% co-insurance Base: 100% co-insurance</p> <p>Lake Charles Over age 65 and retired Prior to 5/84 (0057): Basic/Major Medical Plan Major Medical Deductible: \$100/\$300, 80% co-insurance Base: 100% co-insurance</p>	<p>Natrium Over 65 and retired prior to 3/87 Basic/Major Medical Plan Major Medical Deductible: \$100/\$300, 80% co-insurance Base: 100% co-insurance</p>
Retiree Life Insurance	Varies	Varies	Varies

**2012 Benefits Comparison
PPG Active Employee Salaried Benefit Plans**

Benefit	PPG Salaried	Grizzly
PPO Health Care Plan	<ul style="list-style-type: none"> • \$500/\$1,000 in-network deductible • \$2,500/\$5,000 annual Out-of-pocket maximum • \$20 PCP and \$30 specialist co-pay per visit • 80% coverage for most other in-network services/60% out-of-network • Prescription Drugs: Retail: 30% co-insurance for generic and preferred brand name prescription drugs and 50% co-insurance for non-preferred brand name drugs. \$1,000 out-of-pocket maximum, mandatory generic. Mail (up to a 90 day supply): \$20 co-payment for generic prescriptions, \$70 co-payment for preferred brand name prescriptions and \$90 for non-preferred brand name prescriptions. • Examples of Monthly Contribution (other contributions may apply depending upon level of coverage selected: Tobacco –Free Employee/Employee Plus Spouse/Employee Plus Spouse and 3 or more children \$121/\$284/\$428 	
HMO Plan (available to some employees, based upon zip code)	<ul style="list-style-type: none"> • \$20 co-payment for PCP and \$30 for Specialist • Hospital In-patient Co-payment of \$250 • Most other services covered at 100%. • Prescription Drugs <ul style="list-style-type: none"> ✓ Retail (up to 30 days): \$15 co-payment for generic prescriptions and \$30 co-payment for preferred and \$45 for non-preferred brand name prescriptions when a generic is not available. Mandatory generic substitution required. ✓ Mail Order (up to 90 days): \$30 co-payment for generic prescriptions and \$60 co-payment for preferred and \$90 co-payment for non-preferred brand name prescriptions when a generic is not available. Mandatory generic substitution required. 	

**2012 Benefits Comparison
PPG Active Employee Salaried Benefit Plans**

Benefit	PPG Salaried	Grizzly
Aetna Health Fund (Consumer Directed Health Plan)	<p>Aetna Health Fund 90:</p> <ul style="list-style-type: none"> • HealthFund: \$500/\$1,000 (maximum 3 times HealthFund) • Deductible: \$1,000/\$2,000 • In-Network Co-Insurance: 90%/10% • Out-of-Pocket Maximum: \$3,200/\$6,400 • Prescription Drug: 30%/30%/50% Retail and \$20/\$70/\$90 Mail Order • Examples of Monthly Contribution (other contributions may apply depending upon level of coverage selected: Tobacco –Free Employee/Employee Plus Spouse/Employee Plus Spouse and 3 or more children: \$91/\$214/\$322 <p>Aetna Health Fund 80:</p> <ul style="list-style-type: none"> • HealthFund: \$300/\$600 (maximum 3 times HealthFund) • Deductible: \$2,000/\$4,000 • In-Network Co-Insurance: 80%/20% • Out-of-Pocket Maximum: \$4,000/\$8,000 • Prescription Drug: 30%/30%/50% Retail and \$20/\$70/\$90 Mail Order • Examples of Monthly Contribution (other contributions may apply depending upon level of coverage selected: Tobacco –Free Employee/Employee Plus Spouse/Employee Plus Spouse and 3 or more children \$76/\$179/\$269 	
Dental Plan	<ul style="list-style-type: none"> • \$75/\$150 Annual Deductible • Annual Plan Maximum - \$1,500 • Orthodontia Lifetime Maximum - \$1,500 • Examples of Monthly Contribution (other contributions may apply depending upon level of coverage selected: Tobacco –Free Employee/Employee Plus Spouse/Employee Plus Spouse and 3 or more children \$12/\$28/\$43 	
Enrollment	Employee is eligible immediately for coverage – 31 days to elect coverage; same sex domestic partner coverage available	

**2012 Benefits Comparison
PPG Active Employee Salaried Benefit Plans**

Benefit	PPG Salaried	Grizzly
Life Insurance	One times salary, up to \$50,000	
Group Universal Life Coverage	Voluntary Employee Program 1-5 times annual base pay, up to a maximum of \$4,000,000. Coverage also available to spouse (maximum of \$100,000) and dependents (maximum of \$10,000 per dependent). Cost of coverage dependent upon age, level of coverage and smoker status.	
Employee Assistance Program	Plan provided at no cost to employee; up to 8 sessions for participants for counseling and other services	
Accidental Death & Dismemberment (AD&D) Coverage	One times salary, up to \$50,000	
Voluntary AD&D Coverage	Coverage up to 10 times base pay, up to a maximum of \$400,000. Cost of coverage: \$0.23 per \$10,000 of coverage and \$0.30 per \$10,000 for family coverage.	
Designer Full Voluntary and Affinity Discount Vision Plans	Employees can enroll in the Designer Full voluntary vision plan which includes eye exams, contacts, glasses, etc. Cost of coverage: \$8.76/\$15.76/\$24.53 No cost (to employee) discount vision plan provided to those who do not elect voluntary plan coverage	
Other Voluntary Plans	PPG offers several voluntary plans including: legal plan, Auto/Home, pet insurance, etc.	
Flexible Spending Account (also known as the Benefit Account)	Employees can contribute pre-tax dollars as follows: Health Care: Up to \$5,000 annual Dependent Care: Up to \$5,000 annually	

**2012 Benefits Comparison
PPG Active Employee Salaried Benefit Plans**

Benefit	PPG Salaried	Grizzly										
Short Term Disability	Provided by the Company Salary – paid at 100% or 50% depending upon service, up to 180 days											
Long Term Disability	Provided at no cost to the employee. 50% of base pay at the time that the disability commenced. (Employees can also purchase supplemental long term disability coverage equal to 15% of base pay. Cost of the coverage is dependent upon age and amount of coverage).											
Education Assistance	PPG covers 90% of the total cost of tuition, registration, etc.											
Death Benefit	Based on years of service, a benefit of either one-half or a full month’s base salary paid as a lump sum to surviving spouse or other survivors.											
Vacation	During the first calendar year of employment, if hired before July 2, employees are entitled to one week of vacation after four months of service. Employees hired on or after July 2 are entitled to 2 weeks of vacation after 6 months of service. After first calendar year: <table><tr><td>Continuous Service</td><td>Weeks of Vacation</td></tr><tr><td>1 – 4 years</td><td>2 weeks</td></tr><tr><td>5 – 11 years</td><td>3 weeks</td></tr><tr><td>12 - 19 years</td><td>4 weeks</td></tr><tr><td>20 or more years</td><td>5 weeks</td></tr></table>	Continuous Service	Weeks of Vacation	1 – 4 years	2 weeks	5 – 11 years	3 weeks	12 - 19 years	4 weeks	20 or more years	5 weeks	
Continuous Service	Weeks of Vacation											
1 – 4 years	2 weeks											
5 – 11 years	3 weeks											
12 - 19 years	4 weeks											
20 or more years	5 weeks											
Business Travel Accident (no cost to employee)	Provided if the employee dies while traveling on PPG business. Benefit of 4 times the employee’s base salary, up to \$400,000											
Seat Belt Coverage (no cost to employee)	\$10,000 lump-sum benefit in the event that the employee or any dependent covered under the medical plan dies in an automobile accident while wearing a properly fastened seatbelt.											

**2012 Benefits Comparison
PPG Active Employee Salaried Benefit Plans**

Benefit	PPG Salaried	Grizzly
Adoption Assistance	Up to \$2,000 for eligible expenses	
Commuter Benefit	Eligible expenses incurred to and/or from their job at PPG can be reimbursed on a pre-tax basis. Maximums Apply.	
Retirement Plan (Defined Benefit and Defined Contribution Plans)	<p>Employees hired prior to 1/1/06 and who had 60 or more points (combination of age and service) as of December 31, 2011 participate in a defined benefit plan.</p> <p>Employees hired prior to 1/1/06 and who had fewer than 60 points (age and service) as of December 31, 2011 or who were hired on or after 1/1/06 participate in a Defined Contribution Retirement Plan. DC Plan design: PPG contributes between 2% and 5% of base salary based on age and service, with three year vesting.</p>	
Retiree Health Care Coverage and Retiree Life Insurance	<p>Employees hired prior to 10/1/04 are eligible for retiree health care if they meet the eligibility requirements. Employees hired on or after 10/1/04 are not eligible for retiree health care coverage.</p> <p>Retiree life insurance equals ½ of annual salary in force prior to retirement, up to \$50,000.</p>	

**2012 Benefits Comparison
PPG Active Employee Salaried Benefit Plans**

Benefit	PPG Salaried	Grizzly
Savings Plan	<p>The employee can elect to contribute from 1% to 50% of eligible Plan compensation, subject to certain Plan and legal limitations. Payroll-deducted contributions can be made on a before-tax, after-tax, Roth 401(k) or on a combined basis. Catch-up contributions are permitted for eligible employees who are at least age 50 in the current year. All employee contributions are immediately 100% vested.</p> <p>Although participation in the Employee Savings Plan is voluntary, new employees are subject to automatic enrollment at a 4% before-tax contribution rate. The employee has the ability to change the rate or opt out of contributing altogether, if desired. In addition, there is an automatic rate escalation feature (in at 4% before-tax and then increased by 2% until it reaches 10%).</p> <p>There are 9 investment funds available, including the PPG Stock Fund. In addition, 9 targeted retirement funds are available based on the employee's projected retirement date. Fund transfers are permitted each day the New York Stock Exchange is open.</p> <p>Employees can borrow up to 50% of their vested account balance by paying a \$75 processing fee. Repayments are payroll-deducted.</p> <p>In 2012, PPG's matching contribution is: \$0.75 for every \$1 contributed by the employee, up to a maximum of 6%.</p>	

EXHIBIT C

From: Microsoft Exchange on behalf of Roe, Howard [roe@ppg.com]
Sent: Wednesday, March 28, 2012 7:54 AM
To: Davies, Jeffrey C
Subject: FW: Project Scarlet - OPEB/Pension
Attachments: Pension (14.5 KB)

Sender: roe@ppg.com
Subject: FW: Project Scarlet - OPEB/Pension
Message-Id: <6FC04F59A320D84D838D0FAD8887D56902BC4A902D@SGOFMSXMBX05.nac.ppg.com>
To: jdavies@ppg.com



From: Roe, Howard
Sent: Wednesday, March 28, 2012 7:54 AM
To: Davies, Jeffrey C
Subject: FW: Project Scarlet - OPEB/Pension

Jeff,

Please see Karen's status report on OPEB/Pension. Before getting back to her, we should discuss how much effort should we place on this prior to getting a good feel for the scope of the deal. Apparently she does not have in her work plan the issue of dealing with the separation of active employees. We may be able to do that strictly through a payroll sort but I will follow-up with Bill Schaupp this morning.

Howard

From: Rathburn, Karen
Sent: Wednesday, March 28, 2012 8:44 AM
To: Roe, Howard
Cc: Schaupp, William
Subject: RE: Project Scarlet - OPEB/Pension

Howard,

As a follow-up to my email yesterday -- at our meeting last week, Bill had indicated that I only needed to obtain Monroeville, G.O. and Lake Charles for retirees, surviving spouses and terminated vested employees.

I received the information from Mercer -- but, much of it is scant -- for example, there are no names associated with any surviving spouses.

I don't really have any idea how long it will take -- but, given that there are approximately 2,300 names to go through and *individually* research -- I am estimating that it could take 6 weeks to 8 weeks complete (and I really don't have any idea if that is even close to being correct). Frankly, I do not know if this if this task is really even possible on an individual basis as I do not yet know if we will be able to ascertain if the person, upon termination from PPG, had been in this specific SBU. There are lots of unknowns.

My real question for you is: is it realistic to think that Grizzly is really going to absorb these non-active people? It would be my observation that if this is less than a 75% - 85% chance -- then, we may want to wait to commence this work -- after all -- you can present the 'general numbers' to them so they have a feel for the magnitude -- the individual names are really of no value to them until the closing. We should really discuss this in greater detail as I don't want to pull resources to complete a task that gets thrown out because the buyer has no interest whatsoever in picking up this group of non-active individuals.

Karen

From: Roe, Howard
Sent: Wednesday, March 28, 2012 8:17 AM
To: Rathburn, Karen
Subject: RE: Project Scarlet - OPEB/Pension

Karen,

How long do you think it will take you to develop the separation list we talked about and have accurate numbers of assets/liabilities to pass folks to a New Grizzly? What resources will you need to accomplish the task?

Thanks!

Howard

From: Rathburn, Karen
Sent: Tuesday, March 27, 2012 5:11 PM
To: Roe, Howard
Subject: Re: Project Scarlet - OPEB/Pension
I got the US locations - it's all of Beauharnois - so, don't think we need that detail.

Sent from my iPhone

On Mar 27, 2012, at 4:53 PM, "Roe, Howard" <roe@ppg.com> wrote:

Karen,

Just checking in on how you have made out on the project we discussed last Thursday. I think you were going back to Mercer to see if we could have them dump active and retirees from their data base to an Excel file for the following locations.

Lake Charles
Natrium
LaPorte
Beauharnois (separate Canadian plan)
Monroeville
General Office, Sales Offices, Home Offices
TCI (if there are any "PPG" employees)

We felt that from the Mercer data it would not be too difficult to separate out active employees that would be involved with the Scarlet scope. It is the retirees that are likely to cause us heartburn, but I think we agreed we would get the data to see how difficult it is going to be to identify the retirees.

We have a status meeting this Thursday morning, so I would appreciate an update. Additionally, it would be helpful if you could approximate a third party cost to get this information.

Thanks much,
Howard

EXHIBIT D

From: Rathburn, Karen [rathburn@ppg.com]
Sent: 9/15/2012 11:49:29 AM
To: Jordan, Craig [craigjordan@ppg.com]
Subject: Cover letter for Annual Election for CA&D employees
Attachments: Georgia Gulf Original Communication.doc; Annual Election Cover Letter - PPG and Georgia Gulf together.doc

Craig,

One of the things that we have been discussing with Georgia Gulf is the inclusion of a cover letter in the annual election packet of all employees (and also retirees) who are impacted by the CA&D announcement.

It was my opinion that we needed to explain to people why they were receiving an annual election packet, what it meant to them for the 2013 benefits and what actions they needed to take. Georgia Gulf agreed with this approach.

They crafted some language (which is attached) for the active employees. I know from an email from Mike Smith at the end of the day yesterday that the attached is not the final version – apparently, their attorneys have adjusted the language (which I have not yet received).

I am presuming that you agree with the inclusion of a letter in the packet (but, tell me if I am wrong in that presumption).

Based upon that, below are some questions for you (I want to ensure that I understand your opinion before finalizing the communication and once I receive feedback from you, I will then ask the same of Michael McGarry):

- Since the information contained in the first attachment is from Georgia Gulf, it seems to me that the letter should be 'signed' by Georgia Gulf, but, I wonder if the **best** approach is to have a 'two-sided' letter where the 'front' side is from PPG and the 'reverse' side is from Georgia Gulf. Please see the second attachment for an example of that approach. Please provide me with your opinion on which approach you prefer.
- I think in either case the communication(s) should have a signature (recognizing feedback from Chuck). For the PPG communication, do you prefer yourself or Michael? I will ask GGC whom they prefer.
- Regarding distribution, since we all know that the benefit plans for the union employees will not change, the attached letter would not be correct – I am leaning towards no additional communication at all – but, please let me know your thoughts on this (for Lake Charles – it is really a non-event as they don't really have an annual election per se – it is really more of a required notification – so, I am really specifically referring to the inclusion of a letter in the Natrium packets). Include communication for Natrium or not?

Once I have your opinion, I will discuss with Michael, our attorneys, Dan Hubert as well as Georgia Gulf.

If you prefer to simply discuss this live – feel free to call me on my cell (412.302.3988). As an aside, we are trying to get everything to the printer by mid-next week – so, I appreciate your insight. Thanks.

Karen



DRAFT

Dear PPG Employee:

As part of our effort to successfully integrate our organizations once the merger is complete, we at Georgia Gulf would like to give you some guidance on what to expect for your benefits in 2013.

This fall, you will be going through Open Enrollment with PPG as usual and maintain the benefits you elect through 2013. The 401(k) Retirement Plan you will be offered through Georgia Gulf may be with a different provider but you will have the same match and defined contribution as you currently have with PPG. Investment options will be different but very similar to your current PPG options.

We want to assure you that after the merger is completed, you will not experience any gaps in coverage or loss of benefits from what you select during Open Enrollment for 2013. For the plan year 2014 we will harmonize benefits for the new company. Further communications will be provided as needed. We look forward to working with you.

Thank you,

VERSION 2 DRAFT – PPG AND GEORGIA GULF COMBINED COMMUNICATION

PPG 'Front' Side:

October 2012

Dear PPG Employee,

As you are aware, in July, it was announced that PPG will form a new company by separating its commodity chemicals business and will then immediately merge this business with Georgia Gulf or a subsidiary of Georgia Gulf. The closing is expected to occur in late 2012 or early 2013, subject to approval by Georgia Gulf stockholders, customary closing conditions, relevant tax authority rulings and regulatory approvals.

Each October, you are advised of plan design changes and employee contributions for the upcoming year and have the opportunity to make your benefit elections for health care, dental, benefit account, and various voluntary benefits, as well as complete your annual certifications for spousal/domestic partner and tobacco use during the open enrollment period.

While at this point, the closing date has not yet been finalized, we have determined that it is appropriate to have an open enrollment period for employees impacted by the announcement. Georgia Gulf has advised us that it is their intent to continue the benefits that you elect during the open enrollment period for all of 2013 (no matter when the closing occurs), with the same employee contributions. Please read the communication from Georgia Gulf found on the other side of this letter.

As in the past, the information in the enclosed packet (which is applicable to all salaried employees of PPG) will describe the benefit plan options and employee contributions for 2013; please carefully read all the information contained in this packet and on the open enrollment website and complete your 2013 annual election and required certification (if you cover a spouse or same-gender domestic partner) no later than 11:59 p.m. Eastern time on October 17th.

If you have questions, please feel free to contact the PPG HR Shared Services at 1.888.774.2626.

Sincerely,

J. Craig Jordan

Georgia Gulf Side:

Dear PPG Employee:

As part of our effort to successfully integrate our organizations once the merger is complete, we at Georgia Gulf would like to give you some guidance on what to expect for your benefits in 2013.

This fall, you will be going through Open Enrollment with PPG as usual and maintain the benefits you elect through 2013. The 401(k) Retirement Plan you will be offered through Georgia Gulf may be with a different provider but you will have the same match and defined contribution as you currently have with PPG. Investment options will be different but very similar to your current PPG options.

We want to assure you that after the merger is completed, you will not experience any gaps in coverage or loss of benefits from what you select during Open Enrollment for 2013. For the plan year 2014 we will harmonize benefits for the new company. Further communications will be provided as needed. We look forward to working with you.

Thank you,

EXHIBIT E

PPG INDUSTRIES, INC.
MASTER WELFARE BENEFIT PLAN DOCUMENT
(EFFECTIVE AS OF JANUARY 1, 2016)



PPG000305

**PPG INDUSTRIES, INC.
MASTER WELFARE BENEFIT PLAN DOCUMENT
(EFFECTIVE AS OF JANUARY 1, 2016)**

Table of Contents

Page

ARTICLE I

DEFINITIONS

1.1	Active Medical Plan.....	2
1.2	Beneficiary	2
1.3	Board of Directors.....	2
1.4	Child.....	2
1.5	Claimant.....	2
1.6	Claims Administrator.....	2
1.7	COBRA.....	3
1.8	COBRA Continuation Coverage.....	3
1.9	Code	3
1.10	Company	3
1.11	Component Plans	3
1.12	Dependent	4
1.13	Domestic Partner.....	4
1.14	Effective Date	4
1.15	Eligible Employee.....	4
1.16	Employee	5
1.17	Employer.....	5
1.18	ERISA	5
1.19	FMLA	5
1.20	HIPAA	5
1.21	Incorporated Documents.....	5
1.22	Insurance Company or Insurer.....	6
1.23	Insurance Contract	6
1.24	Named Fiduciary.....	6
1.25	Participant	6
1.26	Participating Employer	6
1.27	Plan	6
1.28	Plan Administrator	6
1.29	Plan Year.....	6
1.30	Spouse.....	6
1.31	USERRA.....	7

ARTICLE II

PARTICIPATION

2.1	Commencement of Participation.....	8
2.2	Dual Coverage Rule.....	8
2.3	Cessation of Participant’s Participation.....	8
2.4	Cessation of Dependent’s Participation.....	9
2.5	COBRA Continuation Coverage.....	9
2.6	Reinstatement of Former Participants.....	9
2.7	Participation During Leaves of Absence under the FMLA	9
2.8	Participation During Periods of Qualified Military Service under USERRA	10

ARTICLE III

BENEFITS AVAILABLE

3.1	Description of Benefits	11
3.2	Incorporated Documents.....	11

ARTICLE IV

FUNDING OF BENEFITS

4.1	Funding of Benefits.....	12
4.2	Self-Insured Benefits Solely from General Assets	12
4.3	Limitation of Company and Employer Liability	12
4.4	Participant Contributions	12

ARTICLE V

HIPAA PRIVACY AND SECURITY

5.1	General HIPAA Provision	13
5.2	HIPAA Privacy Provisions	13
5.3	HIPAA Security Provisions	16
5.4	Interpretation and Limited Applicability	17
5.5	Services Performed for the Employer:.....	17

ARTICLE VI

ADMINISTRATION

6.1	Plan Administrator	18
6.3	Reliance by Plan Administrator	19
6.4	Bonding.....	19
6.5	Named Fiduciaries	20
6.6	Allocation of Responsibilities.....	20

6.7	Indemnification	20
-----	-----------------------	----

ARTICLE VII

CLAIMS AND REVIEW PROCEDURES

7.1	General	21
7.2	Claims Procedures for Determinations of Disability	22
7.3	Claims Procedures for Group Health Plans	24
7.4	Claims Procedures for Other Plans	31

ARTICLE VIII

PARTICIPATION BY OTHER EMPLOYERS

8.1	Adoption of Plan	33
8.2	Withdrawal from Participation	33
8.3	Company Authorized to Act for Employers	33
8.4	Employer Reimbursement	33
8.5	Company's Right to Terminate Adoption.....	33

ARTICLE IX

AMENDMENT OR TERMINATION

9.1	Amendment.....	34
9.2	Termination.....	34
9.3	Determination of Effective Date of Amendment or Termination.....	34

ARTICLE X

MISCELLANEOUS

10.1	Limitation of Rights	35
10.2	No Vested Rights	35
10.3	Right of Recovery	35
10.4	Subrogation and Reimbursement.....	35
10.5	Incorrect Information, Fraud, Concealment, or Error.....	37
10.6	Nonassignment of Rights	37
10.7	No Guarantee of Tax Consequences.....	38
10.8	Withholding Taxes.....	38
10.9	Indemnification of Employer by Participants	38
10.10	Information to be Furnished.....	38
10.11	Notices and Elections.....	38
10.12	Instructions.....	39
10.13	Incapacity to Receive Payment.....	39
10.14	Failure to Cash Check.....	39
10.15	Payment of Expenses	39

10.16 Disclosures Via Other Media.....39

10.17 Section 105(h) of the Code39

10.18 Qualified Medical Child Support Orders40

10.19 Compliance with Federal and State Mandates.....40

10.20 Construction.....40

10.21 Severability40

10.22 Governing Law40

Exhibit A – Plans and Component Plans

**PPG INDUSTRIES, INC. MASTER WELFARE BENEFIT PLAN
(EFFECTIVE AS OF JANUARY 1, 2016)**

INTRODUCTION

PPG Industries, Inc. (the “Company”) sponsors the welfare benefit plans (each, a “Plan”) set forth on Exhibit A attached hereto. This Master Welfare Plan Document (“Master Document”) constitutes a part of, and is incorporated into, each Plan.

Each Plan is intended to comply with all relevant provisions of the Code and ERISA and must be interpreted in a manner consistent with the requirements of such laws. Each Plan consists of this Master Document and the Incorporated Documents with respect to such Plan, but each Plan is, and must be treated as, a single welfare benefit plan solely for purposes of annual Form 5500 filings. For all other purposes under ERISA, the Code, COBRA, HIPAA, the Patient Protection and Affordable Care Act, the Health Care and Education Reconciliation Act of 2010 and any other applicable legal requirements, each Component Plan that is part of a Plan is, and must be treated as, a separate plan. Benefits under any Component Plan that provides dental benefits or vision benefits are “excepted benefits” as defined in Sections 732(c)(1) and 733(c)(2) of ERISA and Sections 9831(c)(1) and 9832(c)(2) of the Code.

PPG000310

DEFINITIONS

The following terms when used in the Plans have the following meanings, unless otherwise defined in the Plan's applicable Component Plan or a different meaning is plainly required by the context. Words with initial capital letters not defined herein have the meaning ascribed to them in the Plan's applicable Component Plan.

Active Medical Plan

Any of the various medical plans sponsored by the Company for the benefit of active Eligible Employees, as amended from time to time. Such Active Medical Plans are the Component Plans that are designated on Exhibit A as Active Medical Plans.

Beneficiary

The individual or entity designated by a Participant or otherwise entitled pursuant to any Component Plan, as applicable, to receive benefits under the Component Plan attributable to the Participant after, or on account of, the Participant's death. Unless otherwise provided in the applicable Component Plan, a Beneficiary designation, including a change in Beneficiary designation, is not effective unless made in the form and in accordance with the procedure prescribed for Beneficiary designation and properly filed.

Board of Directors

The Board of Directors of the Company or its delegate.

Child

A person who is the Participant's child as defined in the applicable Component Plan. Subject to any additional requirements set forth in the applicable Component Plan, a person ceases to be a Child of a Participant on the first day on which the person no longer meets the requirements for Child status outlined in such Component Plan.

Claimant

An Employee, Dependent or Beneficiary who makes an eligibility or enrollment claim or a claim for benefits under a Component Plan.

Claims Administrator

A third-party administrator or Insurer designated by the Company to review and process claims for benefits under a Component Plan.

COBRA

The Consolidated Omnibus Budget Reconciliation Act of 1985, as amended. References to COBRA include the valid and binding governmental regulations, court decisions and other regulatory and judicial authority issued or rendered thereunder.

COBRA Continuation Coverage

Continuation of coverage elected under COBRA.

Code

The Internal Revenue Code of 1986, as amended. References to the Code include the valid and binding governmental regulations, court decisions and other regulatory and judicial authority issued or rendered thereunder.

Company

PPG Industries, Inc., and/or any successor thereto.

Component Plans

The specific arrangements by which a Plan provides certain types of benefits. A Component Plan may be changed from time to time as specified in such Component Plan or by the Board of Directors. The Component Plans for each Plan are listed on Exhibit A.

Dependent

Subject to any additional requirements set forth in the applicable Component Plan, or as set forth in this Section, a Participant's (or deceased Participant's) Spouse, Domestic Partner or Child who meets the eligibility requirements set forth in such Component Plan. The term "Dependent" for purposes of the Component Plans is limited to a person who is the Participant's dependent for purposes of Sections 213(d) or 105(b) of the Code, as applicable, or, with respect to eligibility for health coverage under the Component Plans (except for eligibility for coverage of a Domestic Partner or a Domestic Partner's child), meets the Code requirements for such coverage, and resulting benefits, to be received tax-free, under Sections 104, 105 and 106 of the Code, including references to a dependent under Section 152 of the Code.

Domestic Partner

A person who meets, and continues to meet, all of the requirements to be a Domestic Partner as set forth in a Component Plan providing for Domestic Partner benefits. Subject to any additional requirements, or survivor coverage provisions set forth in the applicable Component Plan, a person ceases to be a Domestic Partner of a Participant on the first day on which the person and the Participant no longer continuously meet the requirements for Domestic Partner status contained in such Component Plan.

Effective Date

The effective date of this Master Document is January 1, 2014, except that with respect to any Employer thereafter joining a Plan and any Component Plan(s) as a participating Employer with a later effective date, the Effective Date is the date on which the Employer joins such Plan and the Component Plan(s).

Eligible Employee

For the benefits coverage or benefits provided under a particular Component Plan, an active Employee who: (i) is eligible under the terms of the Component Plan to be covered under and/or to participate in such Component Plan, or a former such active Employee on an Employer-approved leave of absence or receiving installment severance payments, where the Component Plan permits coverage or other participation to be continued during such leave of absence or installment severance payment period, (ii) is properly enrolled under the Component Plan, if required, (iii) satisfies any contribution requirements for the Component Plan and (iv) meets all other requirements for participation in the Component Plan, is eligible to participate in the Component Plan, except that the following individuals are not Eligible Employees:

any individual who is not eligible for coverage or participation under any of the Component Plans;

any person classified by an Employer as a supplemental contract worker, leased employee, expatriate employee or other worker supplied by a third party personnel agency or professional employer organization, temporary employee, seasonal employee, independent contractor, agent or consultant, or any other person who is not identified as an Employee in the personnel records of any Employer, whether or not such classification by the Employer is upheld in any legal

controversy concerning the person's employment status; or has been reclassified by the Employer as an employee;

any Employee whose terms and conditions of employment with the Employer expressly preclude such Employee's participation in the Plan; or

any Employee who is employed by a division or other business unit or operation of an Employer to which division, unit or operation the Plan has not been extended.

For purposes of eligibility to participate in a Component Plan, an employee is considered to be employed only by the Employer identified as the employee's employer in the Company's payroll system.

Employee

Any person identified in and paid through the Company's payroll system as a common law employee of an Employer.

Employer

The Company and any Participating Employer.

ERISA

The Employee Retirement Income Security Act of 1974, as amended. References to ERISA include the valid and binding governmental regulations, court decisions and other regulatory and judicial authority issued or rendered thereunder.

FMLA

The Family and Medical Leave Act of 1993, as amended. References to the FMLA include the valid and binding governmental regulations, court decisions and other regulatory and judicial authority issued or rendered thereunder.

HIPAA

The Health Insurance Portability and Accountability Act of 1996, as amended. References to HIPAA include valid and binding governmental regulations, court decisions and other regulatory or judicial authority issued or rendered thereunder.

Incorporated Documents

The plan documents/summary plan descriptions, Insurance Contracts or other documents under which health and welfare benefits are provided to Eligible Employees and which are described in Exhibit A, including any and all attachments, amendments and supplements thereto, as well as any documents incorporated by reference into such plan documents/summary plan descriptions, Insurance Contracts or other documents (such as the application and certificate of insurance booklet).

Insurance Company or Insurer

An Insurance Company that enters into an Insurance Contract with the Company (or any Employer authorized to do so) to provide benefits coverage or benefits under one or more of the Component Plans.

Insurance Contract

Each insurance policy, contract and/or other agreement issued by, or entered into with, an Insurance Company pursuant to which the Insurance Company accepts the risk and obligation to provide benefits coverage or benefits under any of the Component Plans, and all amendments and endorsements thereto.

Named Fiduciary

An individual or entity designated in Article VI to carry out fiduciary responsibilities under any of the Component Plans as set forth in any Plan.

Participant

Any Eligible Employee who has properly enrolled as such in a Component Plan, if required, and is paying any required contributions.

Participating Employer

An employer affiliated with the Company that:

is treated as a single employer with the Company under Section 414(b), 414(c) or 414(m) of the Code; and

adopts a Plan pursuant to the provisions of Section 0.

Plan

A welfare benefit plan set forth on Exhibit A, as amended from time to time.

Plan Administrator

The Company or a designated officer of the Company.

Plan Year

Except as a Component Plan may otherwise provide, the plan year for each of the Component Plans is the calendar year.

Spouse

The person to whom the Participant is legally married under applicable state law and for federal income tax purposes.

Subject to any additional requirements, or survivor coverage provisions set forth in the applicable Component Plan, a person ceases to be the Spouse of a Participant as of the date their marriage is legally terminated by divorce or annulment or the date they become legally separated.

USERRA

The Uniformed Services Employment and Reemployment Rights Act of 1994, as amended. References to USERRA include valid and binding governmental regulations, court decisions and other regulatory or judicial authority issued or rendered thereunder.

PARTICIPATION

Commencement of Participation

Subject to any additional limitations set forth in the applicable Component Plan, each Eligible Employee becomes a Participant on the date such Eligible Employee becomes a participant in a Component Plan in accordance with the terms of the Component Plan.

Dual Coverage Rule

No individual may be a Dependent of more than one Employee for purposes of eligibility to participate in a Plan and the Component Plans.

Cessation of Participant's Participation

A Participant's participation and coverage (and that of the Participant's eligible Dependents) with respect to a Plan cease as of the earliest of:

the date on which such Plan is terminated;

the date on which the Participant ceases to be an Eligible Employee under all Component Plans for such Plan and the Participant's benefit coverage expires as set forth in such Component Plans;

the end of the period for which the Participant made the last required contribution under all such Component Plans; and

the date the Company informs the Claims Administrator that the Participant is canceling coverage under all such Component Plans.

Notwithstanding any other provision of this Section, a Participant who is absent by reason of sickness, disability or other authorized leave of absence may continue as a Participant for so long as such authorized absence continues in accordance with the Plan Administrator's rules and regulations. In addition, a Participant and the Participant's qualified beneficiaries are entitled to enroll in COBRA Continuation Coverage under the Component Plans as described in Section 0. Notwithstanding any other provision of this Section, the cessation of a Participant's participation and coverage (and that of the Participant's eligible Dependents) under any Active Medical Plan will comply with the requirements of Section 2712 of the Public Health Service Act (regarding restrictions on rescissions), as incorporated by reference into Section 715 of ERISA and Section 9815 of the Code (including the valid and binding governmental regulations, court decisions and other regulatory and judicial authority issued or rendered thereunder), in accordance with rules and procedures established by the Plan Administrator or its delegate.

Cessation of Dependent's Participation

An eligible Dependent's participation and coverage cease with respect to a Plan as of the earliest of:

the date on which the Participant's coverage ends;

the date such Dependent ceases to be an eligible Dependent under all Component Plans for such Plan and the Dependent's benefit coverage expires as set forth in such Component Plans;

the end of the period for which the Participant made the last required contribution for the Dependent's coverage under all such Component Plans; and

the date on which the Participant cancels coverage for the Dependent under all such Component Plans.

Notwithstanding any other provision of this Section, the cessation of a covered Dependent's participation and coverage under any Active Medical Plan will comply with the requirements of Section 2712 of the Public Health Service Act (regarding restrictions on rescissions), as incorporated by reference into Section 715 of ERISA and Section 9815 of the Code (including the valid and binding governmental regulations, court decisions and other regulatory and judicial authority issued or rendered thereunder), in accordance with rules and procedures established by the Plan Administrator or its delegate.

COBRA Continuation Coverage

If, as a result of the occurrence of any "qualifying event" as defined in Section 4980B(f)(3) of the Code, an Eligible Employee (and/or any of such Employee's Dependents) loses coverage under a Component Plan that is a "group health plan" under Section 4980B of the Code and Section 601 of ERISA, such affected Eligible Employee (and/or Dependents), as applicable, will be given the option of electing COBRA Continuation Coverage.

Reinstatement of Former Participants

A former Participant who is reemployed by the Employer as an Eligible Employee again becomes a Participant after meeting the requirements of Section 0.

Participation During Leaves of Absence under the FMLA

Notwithstanding any other provision of a Plan to the contrary, a Participant who is on an authorized leave of absence under the FMLA may continue participation in such Plan for up to 12 weeks. Such participation is provided under the terms and conditions of such Plan and the Component Plans with respect to such Plan (including rate of contributions) that would have been provided if the Participant had continued employment and be subject to the terms and conditions of the Employer's policies regarding paid and unpaid leaves of absence under the FMLA.

Participation During Periods of Qualified Military Service under USERRA

The Plan Administrator shall ensure that each Plan complies with the provisions of USERRA.

BENEFITS AVAILABLE

Description of Benefits

The benefits available under each Plan consist of the aggregate of the benefits available under each of that Plan's Component Plan, including all limitations and exclusions with respect to each Component Plan's benefits. Exhibit A contains, for each Plan, a brief description of the benefits provided by each of such Plan's Component Plans. The availability of benefits under any Component Plan is subject to payment by the Participant of all applicable contributions thereunder, if any. The availability of benefits under certain Component Plans is subject to proper enrollment by the Participant in such Component Plan. Enrollment provisions for Component Plans offered through the Company's Code § 125 cafeteria plan are found in Article V of the PPG Industries, Inc. Cafeteria Plan. Analogous provisions apply to any Component Plan in which Participants are required to enroll and for which any applicable Participant contributions are paid on an after-tax basis, and any Component Plan in which Eligible Employees on an unpaid leave of absence participate. Not in limitation but in amplification of the preceding sentence, such analogous provisions include Article V of the PPG Industries, Inc. Cafeteria Plan regarding limitations on a Participant's ability to change coverage elections during a Plan Year.

Incorporated Documents

Each Plan incorporates by reference this Master Document and the Incorporated Documents for such Plan, which contain the substantive provisions governing benefits provided through such Plan. As the Incorporated Documents are amended or superseded, the amended or successor documents automatically become Incorporated Documents. Except as otherwise provided in this Section, if there is a conflict between the provisions of this Master Document and any of the Plan's Incorporated Documents, the provisions of the Incorporated Documents govern. If there is no provision in an Incorporated Document corresponding to a provision of this Master Document, to the extent applicable, the Master Document provisions apply to the Incorporated Document. If a provision in an Incorporated Document is legally insufficient, the applicable provision of the this Master Document applies to the Incorporated Document to the extent deemed necessary by the Plan Administrator. In any event, Articles VI and IX of this Master Document override the corresponding provisions of any Incorporated Document.

FUNDING OF BENEFITS

Funding of Benefits

Funding for each Plan consists of the combined funding for all of such Plan's Component Plans. The Company has the right, in its sole discretion, to (a) pay benefits from its general assets, (b) insure any benefits under a Plan, and/or (c) establish any fund or trust for the holding of contributions or payment of benefits under a Plan, either as mandated by law or as the Company deems advisable.

Self-Insured Benefits Solely from General Assets

To the extent certain benefits or coverages under a Component Plan are self-insured by the Employer, the benefits or coverage provided under the Component Plans may be paid solely from the general assets of the Employer. Nothing herein may be construed to require the Employer or the Plan Administrator to maintain any fund or segregate any amount for the benefit of any Participant in a Plan or such Participant's Dependents, and no Participant, Dependent or other person has any claim against, right to, or security or other interest in, any fund, account or asset of the Employers from which any self-insured benefit payment under a Plan may be made.

Limitation of Company and Employer Liability

To the extent certain benefits or coverages under a Component Plan are insured, liability for providing such benefits or coverages is solely that of the Insurer issuing the applicable Insurance Contract. The Employer has no liability for any benefits due, or alleged to be due, under any applicable Insurance Contract.

Participant Contributions

The Company determines, in its sole discretion, the amount, if any, of Participant contributions required for the various levels of coverage applicable under a Component Plan. The Company may initiate, or change the amount of, required Participant contributions for any coverage level under any Component Plan at any time and for any reason. Where applicable, required Participant contributions for coverage under a particular Component Plan must be paid by a Participant who is an Eligible Employee either through pay reduction pursuant to Section 125 of the Code or through pay deduction, whichever is specified for such coverage under the Component Plan by the Plan Administrator. If the Participant does not have, or is not reasonably expected to have, cash pay sufficient to support the payment of required Participant contributions through the method specified by the Plan Administrator, the Participant may pay such required Participant contributions through such other method, and in accordance with such rules and procedures, if any, as the Plan Administrator may authorize.

HIPAA PRIVACY AND SECURITY

General HIPAA Provision

Hybrid Entity Designation: The Company designates the Plan as a hybrid entity in accordance with 45 CFR §164.105 and only those Component Plans that would be a covered health plan under 45 CFR §160.103 constitute the health care components of the Plan. Any Component Plan that would not be a covered health plan under 45 CFR §160.103 if provided through a separate plan is a non-health care component of a hybrid entity and is not subject to 45 Code of Federal Regulations Part 160, Subparts A and E (the “Privacy Rule”) or 45 Code of Federal Regulations Part 160 and 164, Subparts A and C (the “Security Rule”). Component Plans that are subject to the Privacy Rule and/or the Security Rule are referred to as the “HIPAA Plans.” The Employer must comply with the requirements of the Privacy Rule and the Security Rule, as applicable, with respect to the HIPAA Plans.

Organized Health Care Arrangement Designation: The Plan Administrator intends the Plan to form part of an Organized Health Care Arrangement along with any other benefit under a covered health plan (under 45 CFR §160.103) provided by the Employer.

HIPAA Privacy Provisions

Protected Health Information: The HIPAA Plans use and disclose Protected Health Information (referred to as “PHI”) as permitted or required by HIPAA. PHI generally means information that:

is transmitted or maintained by the HIPAA Plans;

relates to the past, present or future physical or mental health or condition of an individual, the provision of health care to an individual, or the past, present or future payment for the provision of health care to an individual; and

identifies the individual or for which there is a reasonable basis to believe that the information could be used to identify the individual.

Disclosures of PHI to Employer: The HIPAA Plans may disclose PHI to the Employer only as permitted below or as otherwise required or permitted by HIPAA or other applicable law. Notwithstanding any provision of the HIPAA Plans to the contrary, in no event is the Employer permitted to use or further disclose PHI in a manner that is inconsistent with 45 CFR §164.504(f).

Participation Information: The HIPAA Plans may disclose to the Employer information regarding whether an individual is participating in a HIPAA Plan.

Summary Health Information: The HIPAA Plans may disclose Summary Health Information to the Employer if the Employer requests the Summary Health Information for the purpose of modifying, amending or terminating a HIPAA Plan. “Summary Health Information” means

information that (1) summarizes the claims history, claims expenses, or types of claims experienced by individuals for whom the Employer has provided health benefits under a HIPAA Plan; and (2) from which the information described at 45 CFR §164.514(b)(2)(i) has been deleted, except that the geographic information described in 45 CFR §164.514(b)(2)(i)(B) need only be aggregated to the level of a 5-digit zip code.

Plan Administration Functions: Subject to the conditions of disclosure and written certification requirements described below, the HIPAA Plans may disclose PHI to the Employer to allow the Employer to perform plan administration functions on behalf of the HIPAA Plans. The Employer may access and use such PHI for plan administration functions that include claims processing, quality assurance, auditing, monitoring, and other activities that would constitute “payment” and “health care operations” as those terms are defined under HIPAA. Plan administration functions do not include any functions performed by the Employer in connection with any other benefit or employee benefit plan of the Employer or any employment-related functions performed by the Employer.

Conditions of Disclosure for Plan Administration Functions: With respect to PHI disclosed to the Employer by the HIPAA Plans (other than participation information and Summary Health Information which may be used and disclosed as described above), the Employer agrees as follows:

the Employer may not use or further disclose PHI other than as permitted or required by the HIPAA Plans or as required by law.

the Employer must ensure that any agent, including a subcontractor, to whom it provides PHI received from the HIPAA Plans agrees to the same restrictions and conditions that apply to the Employer with respect to such PHI.

the Employer may not use or disclose PHI for employment-related actions and decisions or in connection with any other benefits or employee benefit plan of the Employer, except to the extent a use or disclosure may otherwise be permitted by HIPAA or pursuant to an authorization that complies with 45 CFR §164.508.

if the Employer becomes aware of any use or disclosure of PHI by the Employer that is inconsistent with the uses or disclosures permitted hereunder, the Employer must report such use or disclosure of PHI to the HIPAA Plans.

the Employer must make PHI available to comply with an individual’s right to access the individual’s PHI in accordance with 45 CFR §164.524.

the Employer must make PHI available for amendment and incorporate any amendments to PHI in accordance with 45 CFR §164.526.

the Employer must make available the information required to provide an accounting of disclosures of PHI in accordance with 45 CFR §164.528.

the Employer must make its internal practices, books and records relating to the use and disclosure of PHI received from the HIPAA Plans available to the Secretary of the Department

of Health and Human Services for purposes of determining the HIPAA Plans' compliance with 45 CFR Part 164, Subpart E.

when PHI that the Employer received from the HIPAA Plans is no longer needed for the purpose for which the disclosure was made, the Employer must, if feasible, return or destroy all such PHI that the Employer still maintains in any form and retain no copies of such information. If such return or destruction is not feasible, the Employer must limit further uses and disclosures to those purposes that make the return or destruction of PHI infeasible.

the Employer must ensure adequate separation between the Employer and the HIPAA Plans as required by 45 CFR §164.504(f)(2)(iii).

Adequate Separation Between HIPAA Plans and Employer: The Employer ensures adequate separation between the HIPAA Plans and the Employer as required by 45 CFR §164.604(f)(2)(iii) as follows: (1) the Employer causes the HIPAA Plans to adopt policies and procedures regarding permissible disclosures of PHI to the Employer for plan administration purposes or other lawful purposes; and (2) the Employer may allow only designated Employees to be given access to PHI. Such Employees may have access to and use PHI only to the extent necessary to conduct the plan administration functions that the Employer performs for the HIPAA Plans. Any such Employee who does not comply with this Section is subject to disciplinary action by the Employer based on the severity of the violation and in accordance with the Employer's employee disciplinary policies. If the Employee's noncompliance results in an unauthorized use or disclosure of PHI, the Employer must report the unauthorized use or disclosure to the HIPAA Plans. The Employer also must, to the extent practicable, take steps to mitigate any harmful effect known to the Employer that arises from such Employee's noncompliance.

Certification of the Employer: The HIPAA Plans may disclose PHI to the Employer only upon the receipt of a certification by the Employer that the applicable HIPAA Plan has been amended to incorporate the provisions of 45 CFR §164.504(f)(2)(ii), and that the Employer agrees to the conditions of disclosure set forth above.

Privacy Official: The Plan must designate a Privacy Official, who is responsible for the HIPAA Plans' compliance with the Privacy Rule. The Privacy Official may contract with or otherwise utilize the services of attorneys, accountants, brokers, consultants, or other third party experts as the Privacy Official deems necessary or advisable. In addition, and notwithstanding any provision of the HIPAA Plans to the contrary, the Privacy Official, or the Privacy Official's designee, has the authority to and be responsible for:

accepting and verifying the accuracy and completeness of any certification provided by the Employer under this Article;

transmitting the certification to any third parties as may be necessary to permit them to disclose PHI to the Employer;

establishing and implementing policies and procedures with respect to PHI that are designed to ensure compliance by the HIPAA Plans with the Privacy Rule;

establishing and overseeing proper training of Employer personnel who have access to PHI; and any other duty or responsibility that the Privacy Official, in the Privacy Official's sole capacity, deems necessary or appropriate to comply with the Privacy Rule.

HIPAA Security Provisions

Electronic PHI: Electronic PHI generally means PHI that is (A) maintained in electronic storage media including memory devices in computers (hard drives) and any removable/transportable digital memory medium, such as magnetic tape or disk, optical disk or digital memory card; or (B) transmitted by transmission media including the internet (wide open), extranet, leased lines, dial up lines, private networks and the physical movement of removable/transportable electronic storage media. Certain transmissions, including of paper, via facsimile and of voice via telephone are not considered to be transmissions via electronic media, because the PHI being exchanged did not exist in electronic form before the transmission.

Conditions on Disclosure of Electronic PHI to Employer: With respect to Electronic PHI disclosed to the Employer by the HIPAA Plans (other than participation information and Summary Health Information as described above), the Employer agrees as follows:

the Employer must implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the Electronic PHI that it creates, receives, maintains, or transmits on behalf of the HIPAA Plans;

the Employer must ensure that the adequate separation between the HIPAA Plans and the Employer as described above is supported by reasonable and appropriate administrative, physical and technical safeguards;

the Employer must ensure that any agent, including a subcontractor, to whom it provides Electronic PHI agrees to implement reasonable and appropriate administrative, physical and technical safeguards to protect the Electronic PHI; and

the Employer must report to the HIPAA Plans any Security Incident of which it becomes aware. A Security Incident is the attempted or successful unauthorized access, use, disclosure, modification or destruction of information or interference with system operations in an information system (an interconnected set of information resources under the same direct management control that shares common functionality that typically includes hardware, software, information, data, applications, communications and people).

Security Official: The HIPAA Plans must designate a Security Official, who is responsible for the HIPAA Plans' compliance with the Security Rule. The Security Official may contract with or otherwise utilize the services of attorneys, accountants, brokers, consultants, or other third party experts as the Security Official deems necessary or advisable. In addition, and notwithstanding any provision of the HIPAA Plans to the contrary, the Security Official, or the Security Official's designee, has the authority to and be responsible for:

accepting and verifying the accuracy and completeness of any certification provided by the Employer under this Article;

transmitting the certification to any third parties as may be necessary to permit them to disclose electronic PHI to the Employer;

establishing and implementing policies and procedures with respect to electronic PHI that are designed to ensure compliance by the HIPAA Plans with the Security Rule;

establishing and overseeing proper training of Employer personnel who have access to electronic PHI; and

any other duty or responsibility that the Security Official, in the Security Official's sole capacity, deems necessary or appropriate to comply with the Security Rule.

Interpretation and Limited Applicability

This Article serves the sole purpose of complying with the requirements of HIPAA and must be interpreted and construed in a manner to effectuate this purpose. Neither this Article nor the duties, powers, responsibilities and obligations listed herein may be taken into account in determining the amount or nature of the benefits provided to any person covered under the HIPAA Plans, nor may they inure to the benefit of any third parties. To the extent that any of the provisions of this Article are no longer required by HIPAA, they are deemed deleted and have no further force or effect.

Services Performed for the Employer:

Notwithstanding any other provision of the HIPAA Plans to the contrary, all services performed by a business Employee of the HIPAA Plans in accordance with the applicable services agreement are deemed to be performed on behalf of the HIPAA Plans and subject to the Privacy Rule and the Security Rule, except services that relate to eligibility and enrollment in the HIPAA Plans. If a business Employee of the HIPAA Plans performs any services that relate to eligibility and enrollment in the HIPAA Plans, those services are deemed to be performed on behalf of the Employer in its capacity as Plan Sponsor and not on behalf of the HIPAA Plans.

ADMINISTRATION

Plan Administrator

The Plan Administrator: The Plan Administrator is the general administrator of each Plan and has the discretionary responsibility for the operation and administration of each Plan, including those powers and duties set forth in Subsection 0 of this Section. The Plan Administrator may appoint such agents as it may deem necessary for the effective performance of its duties, and may delegate to such agents such powers and authority, whether ministerial or discretionary, as the Plan Administrator may deem expedient or appropriate. The compensation of such agents is fixed by the Plan Administrator within any limits set by the Board of Directors. Any document required to be filed with, or any notice required to be given to, the Plan Administrator is properly filed or given if mailed or delivered to the Secretary of the Board of Directors in care of the Employer.

Powers of Plan Administrator: The Plan Administrator has responsibility for, and all powers necessary or desirable to control and manage the operation and administration of each Plan. The Plan Administrator has full discretionary power to administer each Plan in all of its details, subject to applicable requirements of law. To the extent the Plan Administrator delegates to one or more Claims Administrators authority to make claims determinations, such Claims Administrator has the same discretion. The Plan Administrator's discretionary powers include, but are not limited to, the following discretionary authority, in addition to all other powers provided by the Plans:

To make and enforce such rules and regulations as it deems necessary or proper for the efficient administration of the Plans, including the establishment of any claims procedures that may be required by applicable provisions of law;

To construe and interpret the provisions of the Plans, including, without limitation, by supplying omissions from, correcting deficiencies in, or resolving inconsistencies or ambiguities in, the language of the Plans;

To decide all questions concerning the Plans, including, without limitation, factual questions, and the eligibility of any person to participate in the Plans;

To decide disputes arising under the Plans and to make determinations and findings, including, without limitation, factual determinations;

To compute the amount of benefits payable to any Participant, Dependent or other person in accordance with the provisions of the Plans, and to determine the person or persons to whom such benefits are paid;

To authorize the payment of benefits;

To prepare or cause to be prepared all forms necessary or appropriate for the administration of the Plans;

To comply with all requirements of the law with respect to notice and disclosure and the preparation and filing of reports and forms;

To constitute and appoint persons to serve on a claims committee, if desired;

To make any equitable adjustments to correct any error or omission discovered in the administration of any Component Plan;

To appoint such agents, counsel, accountants, consultants, actuaries and Claims Administrators as may be required to assist in administering the Plans; and

To allocate among its members or Employees or delegate its responsibilities under the Plans and to designate other persons to carry out any of its responsibilities under the Plans, any such delegation or designation to be by written instrument and in accordance with Section 405 of ERISA. Any such allocation or delegation includes the discretionary power of the Plan Administrator as provided in this Section.

Any determination by the Plan Administrator or its authorized delegate is final and binding in the absence of clear and convincing evidence that the Plan Administrator or delegate, as applicable, acted arbitrarily and capriciously.

Expenses of Plan Administrator: The Plan Administrator shall be reimbursed by the Employer, or the Employer shall cause to be paid, all expenses incurred by the Plan Administrator in the performance of its duties under the Plans, including without limitation actuarial, legal, accounting, consulting and other administration expenses.

Reliance by Plan Administrator

Reliance on Tables, Etc.: In administering the Plans, the Plan Administrator is entitled to the extent permitted by law to rely conclusively on all tables, valuations, certificates, opinions and reports that are furnished by, or in accordance with the instructions or recommendations of, any delegee described in Section 0, or by any other experts employed or engaged by the Plan Administrator.

Reliance on Participant's Certifications: The Plan Administrator is entitled to rely conclusively on certifications and information provided by the Participant or the Participant's Dependent, unless the Plan Administrator has reason to believe that the Participant's or Dependent's certification or other information provided is incorrect.

Bonding

Unless otherwise determined by the Employer, or unless required by any federal or state law, the Plan Administrator is not required to give bond or other security in any jurisdiction in connection with the administration of any Plan.

Named Fiduciaries

The Plan Administrator is a Named Fiduciary for purposes of Section 402(a)(1) of ERISA, with fiduciary responsibility for administration of the Component Plans and complying with all of the reporting and disclosure requirements of Part 1 of Subtitle B of Title I of ERISA, to the extent applicable. The Company or the Plan Administrator may designate one or more other Named Fiduciaries with responsibility for carrying out the duties of Employers under the Plans. Such individuals may change or designate additional Named Fiduciaries and allocate and reallocate fiduciary responsibilities. Any person may serve in more than one fiduciary capacity.

Allocation of Responsibilities

The Named Fiduciaries may designate other persons who are not Named Fiduciaries to carry out such fiduciary responsibilities. The responsibilities imposed by the Plan on each Named Fiduciary are not joint responsibilities with any other fiduciary unless specifically so designated therein. No fiduciary is responsible for the act, or failure to act, of any other fiduciary.

Indemnification

To the extent permitted under ERISA, each Plan indemnifies any member of the Board of Directors, any Employee acting as or on behalf of the Plan Administrator, any member of a claims committee, and any fiduciary who is a director, officer, or other Employee of an Employer (an "Indemnified Party") against any cost or liability which they may incur in the course of administering such Plan, including any Component Plan, and executing the duties assigned pursuant to such Plan. The Employer indemnifies any Indemnified Party against any personal liability or cost not provided for in the preceding sentence which such Indemnified Party may incur as a result of any act or omission in relation to a Plan, or any Component Plan, or its Participants. The Employer may purchase fiduciary liability insurance to insure its obligation under this Section. Promptly after receipt by an Indemnified Party under this Section of notice of a claim subject to indemnity hereunder, such Indemnified Party must, if a claim in respect thereof is to be made against the Employer, notify the Employer of such claim. The Employer is entitled to participate at its own expense in the defense or to assume to defense, of any action brought against the Indemnified Party. In the event the Employer elects to assume the defense of any suit, the Employer may choose counsel which is reasonably satisfactory to the Indemnified Party to defend the action. The Indemnified Party must pay the fees and expenses of any additional counsel retained by such Indemnified Party.

CLAIMS AND REVIEW PROCEDURES

General

In accordance with Section 3.2, this Article VII applies with respect to any Plan, including any Component Plan with respect to such Plan, only to the extent not in conflict with the provisions of the Incorporated Documents for such Plan, including any Component Plan with respect to such Plan. To the extent any such Incorporated Documents address claims and appeals, the provisions of such Incorporated Documents shall govern.

Authority of Claims Administrator: Except for issues of whether an individual is eligible to participate in, or obtain coverage under, or whether an eligible individual is enrolled for participation in, or coverage under, the respective Component Plan, or option under the Component Plan, the Claims Administrator has the discretionary authority to decide claims for benefits under the Component Plan, including denied claims on review, all in accordance with such claims procedure as it may from time to time determine. The Plan Administrator delegates to the Claims Administrator acting under this Article the authority of the Plan Administrator as provided under Sections 0 through (6). The Plan Administrator retains the discretion to engage another third party claims administrator to review appeals of adverse benefit determinations following the conclusion of the Claims Administrator's internal claims and appeals process.

Authority of Plan Administrator: Issues of whether an individual is eligible to participate in, or obtain coverage under, or whether an eligible individual is enrolled for participation in, or coverage under, the respective Component Plan, or option under the Component Plan, are determined by the Plan Administrator or its designee, or the Claims Administrator to whom the determination of such issues has been assigned, and review of denied determinations are determined by the same entity, as applicable, all in accordance with the claims procedure set forth in this Article. Claims under a Component Plan for which no claims procedure is established must also be submitted and reviewed in accordance with the terms of this Article.

No Designation of Claims Administrator: If there has not been any designation of a Claims Administrator with respect to a Component Plan, all references to the Claims Administrator below are deemed references to the Plan Administrator.

Legal Action: A Claimant may not bring a legal action against a Plan, any Component Plan, the Plan Administrator, any Claims Administrator, any claims committee or the Employer relating to a claim unless and until the Claimant has followed the applicable claims procedures and exhausted the administrative remedies available under such Plan and the applicable Component Plan. No legal action may be brought more than one year following the earlier of the date of a final decision on the claim under these claims procedures, the date additional information to perfect the claim was required to be provided by the Participant, or the date a notice of demand was due. This one-year statute of limitations on suits applies in any forum where a Claimant initiates such suit or legal action. If a civil action is not filed within this period, the Claimant's claim will be deemed permanently waived and abandoned, and the Claimant will be precluded from reasserting it. A Claimant's authorized representative may act on the Claimant's behalf in

pursuing a claim or appeal of an adverse benefit determination. This Section 7.1(d) shall apply to each Plan (and to each of such Plan's Component Plans) notwithstanding any other provision of any Incorporated Document.

Claims Procedures for Determinations of Disability

Initial Claim

Filing: A Claimant may make a claim under a Component Plan providing benefits upon a determination of disability by filing a written claim with the Claims Administrator using the forms available from the Claims Administrator.

Notification of Claim Denial: If a claim for benefits is denied, in whole or in part, the Claimant will receive a written notice from the Claims Administrator within a reasonable period of time, but no later than 45 days after it receives the claim. Under special circumstances, the Claims Administrator may take up to an additional 30 days to review the claim if it determines that such an extension is necessary due to matters beyond its control. If an extension of time is required, the Claimant will be notified before the end of the initial 45-day period of the circumstances requiring the extension and the date by which the Claims Administrator expects to render a decision. If, prior to the end of the first 30-day extension period, the Claims Administrator determines that an additional extension is necessary due to matters beyond its control, the Claims Administrator may take up to an additional 30 days to review the claim. If an additional extension of time is required, the Claimant will be notified before the end of the initial 30-day extension period of the circumstances requiring the extension and the date by which the Claims Administrator expects to render a decision. If the Claims Administrator extends its period for reviewing a claim due to special circumstances, the notice of extension the Claimant receives will include an explanation of the standards on which entitlement to benefits is based, the unresolved issues that prevent a decision on the claim and any additional information needed to resolve these issues. The Claimant has at least 45 days to provide the specified information.

Content of Notification of Denial: If the claim is denied, in whole or in part, the Claims Administrator will notify the Claimant in writing. The notice will include:

the reason or reasons for the denial;

specific references to the pertinent plan provisions on which denial is based;

a description of any additional information or materials necessary to perfect the claim and an explanation of why such material or information is needed;

an explanation of the claims review process and the time limits applicable to such process, including a statement of the Claimant's right to bring a civil action under Section 502(a) of ERISA following an adverse benefits determination on review;

a statement that a copy of any internal rule, guideline, protocol or other similar criteria relied upon in making the adverse determination is available free of charge upon request; and

a statement that if denial of the claim is based on medical necessity or experimental treatment, or a similar exclusion or limitation, the Claims Administrator will, upon request, provide the Claimant, free of charge, an explanation of the scientific or clinical judgment, applying the terms of the plan to the Claimant's medical circumstances.

Appeals

Appeal of Denied Claim: If the Claimant fails to file an appeal for review within 180 days of the denial notification, the claim will be deemed permanently waived and abandoned, and the Claimant will be precluded from reasserting it under these procedures or in a court or any other venue. If the Claimant wishes to appeal a denial of any part of the claim, the Claimant must appeal the denial to the Claims Administrator within 180 days after the Claimant receives notice of the denial. The request must be submitted in writing and must include:

the reasons why the Claimant feels the claim is valid; and

the reasons why the Claimant thinks the claim should not be denied.

Documents, records, written comments, and other information in support of the appeal should accompany the request. This information will be considered by the Claims Administrator in reviewing the claim. The Claimant may request to examine and receive copies of all documents, records, and other information relevant to the claim. The Claims Administrator will review the claim without granting any deference to the initial decision regarding the claim. Also, no reviewer may be a person that was involved in making the initial decision regarding the claim, or subordinate to that person. In addition, if the claim was based in whole or in part on a medical judgment, the Claims Administrator will consult with a health care professional who has appropriate training and experience in the field of medicine involved in the medical judgment. This person will not be a person or a subordinate of a person consulted by the Claims Administrator in deciding the initial claim.

Notification of Appeal Denial: The Claims Administrator will notify the Claimant of its decision on the appeal within 45 days after receipt of the appeal. Under special circumstances, the Claims Administrator may take up to an additional 45 days to review the claim if it determines that such an extension is necessary due to matters beyond its control. If an extension of time is required, the Claimant will be notified before the end of the initial 45-day period of the circumstances requiring the extension and the date by which the Claims Administrator expects to render a decision. If the Claims Administrator extends its period for reviewing a claim due to special circumstances, the notice of extension the Claimant receives will include an explanation of the standards on which entitlement to benefits is based, the unresolved issues that prevent a decision on the claim and any additional information needed to resolve these issues. The Claimant has at least 45 days to provide the specified information.

Content of Notification of Appeal Denial: If the claim is denied on appeal, the Claims Administrator will notify the Claimant in writing. The notice will include:

the reason or reasons for the denial;

specific references to the pertinent plan provisions on which the denial is based;

a statement that the Claimant is entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to the claim for benefits;

a statement about the Claimant's right to bring a civil action under Section 502(a) of ERISA;

a statement that a copy of any internal rule, guideline, or protocol or other similar criteria relied upon in making the adverse determination is available free of charge upon request; and

a statement that if denial of the claim is based on medical necessity or experimental treatment, or a similar exclusion or limit, the Claims Administrator will, upon request, provide the Claimant, free of charge, an explanation of the scientific or clinical judgment, applying the terms of the plan to the Claimant's medical circumstances.

Also, upon request, the Claims Administrator will provide the Claimant with a statement identifying those medical or vocational experts whose advice was obtained in connection with the appeal.

Claims Procedures for Group Health Plans

Initial Claim

Urgent Care Claims

Timing of Decision: In the case of a claim involving urgent care under a Component Plan providing group health benefits, the Claims Administrator will review the claim and inform the Claimant in writing of its decision (whether adverse or not) as soon as possible, taking into account the medical exigencies, but not later than 72 hours after it receives the claim.

Additional Information: If the Claimant fails to provide sufficient information to determine whether, or to what extent, benefits are covered or payable under the Component Plan, the Claims Administrator will inform the Claimant as soon as possible, but no later than 24 hours after it receives the claim, of the specific information necessary to complete the claim. The Claimant will be afforded a reasonable amount of time, taking into account the circumstances, but no less than 48 hours, to provide the specified information. The Claims Administrator will notify the Claimant of its benefit determination as soon as possible, and no later than 48 hours after the earlier of:

the Claims Administrator's receipt of the specified information; and

the end of the period afforded to the Claimant to provide the specified additional information.

Urgent Care Claim Defined: For purposes of this Article, a "claim involving urgent care" is any claim for medical care or treatment with respect to which the application of time periods for making non-urgent care determinations:

could seriously jeopardize the Claimant's life or health or the Claimant's ability to regain maximum function; or

in the opinion of a physician with knowledge of the Claimant's medical condition, would subject the Claimant to severe pain that could not be adequately managed without the care or treatment that is the subject of the claim.

Pre-Service Claims

Timing of Decision: In the case of a pre-service claim under a Component Plan providing group health benefits, the Claims Administrator will inform the Claimant of its decision (whether adverse or not) within a reasonable period of time appropriate to the medical condition, but not later than 15 days after it receives the claim. Under special circumstances, the Claims Administrator may take up to an additional 15 days to review the claim if it determines that such an extension is necessary due to matters beyond its control. If an extension of time is required, the Claimant will be notified before the end of the initial 15-day period of the circumstances requiring the extension and the date by which the Claims Administrator expects to render a decision.

Additional Information: If additional information is needed because necessary information is missing from the request, the notice will specify what information is needed. The Claimant must provide the specified information to the Claims Administrator within 45 days after receiving the notice. The determination period will be suspended on the date the Claims Administrator sends a notice of missing information and the determination period will resume on the date the Claimant responds to the notice.

Pre-Service Claim Defined: For purposes of this Article, "pre-service claim" means any claim for a benefit under the Component Plan with respect to which the terms of the Component Plan condition receipt of the benefit, in whole or in part, on approval of the benefit in advance of obtaining medical care.

Post-Service Claims

Timing of Decision: In the case of a post-service claim under a Component Plan providing group health benefits, the Claims Administrator will inform the Claimant of its decision within a reasonable period of time, but not later than 30 days after it receives the claim. Under special circumstances, the Claims Administrator may take up to an additional 15 days to review the claim if it determines that such an extension is necessary due to matters beyond its control. If an extension of time is required, the Claimant will be notified before the end of the initial 30-day period of the circumstances requiring the extension and the date by which the Claims Administrator expects to render a decision.

Additional Information: If additional information is needed because necessary information is missing from the request, the notice will specify what information is needed. The Claimant must provide the specified information to the Claims Administrator within 45 days after receiving the notice. The determination period will be suspended on the date the Claims Administrator sends a notice of missing information and the determination period will resume on the date the Claimant responds to the notice.

Post-Service Claim Defined: The term "post-service claim" means any claim for a benefit under a Component Plan that is not a pre-service claim or an urgent care claim.

Concurrent Care Decisions

Timing of Decision: If a Component Plan providing group health benefits has approved an ongoing course of treatment to be provided over a period of time or number of treatments, any reduction or termination by the Component Plan of the course of treatment (other than by plan amendment or termination) before the end of the previously approved period of time or number of treatments will constitute a claim denial. If this occurs, the Claims Administrator will notify the Claimant of its decision at a time sufficiently in advance of the reduction or termination to allow the Claimant to appeal and obtain a decision on appeal before the benefit is reduced or terminated.

Special Rules for Urgent Care Claims: Any request by the Claimant to extend the course of treatment beyond the previously approved period of time or number of treatments that constitutes a claim involving urgent care will be decided as soon as possible, taking into account the medical exigencies, and the Claims Administrator will inform the Claimant of its decision (whether adverse or not) within 24 hours after it receives the claim, provided that the claim is made to the Claims Administrator at least 24 hours before the expiration of the prescribed period of time or number of treatments.

Notice of Extension: If the Claims Administrator extends its period for reviewing a claim due to special circumstances as described above, the notice of extension that the Claimant receives will include:

an explanation of the standards on which entitlement to benefits is based;

the unresolved issues that prevent a decision on the claim; and

any additional information needed to resolve those issues.

Content of Notification of Denial: The Claimant will be notified in writing if any part of a claim for benefits under a Component Plan providing group health benefits is denied. This notice will include:

the specific reason or reasons for the denial;

specific references to the pertinent plan provisions on which the denial is based;

a description of any additional information or materials necessary to process the claim properly and the reasons why the materials are needed;

a description of the plan's internal claims review process and the time limits applicable to such process, including a statement of the Claimant's right to bring a civil action under Section 502(a) of ERISA following an adverse benefit determination on review;

a statement that a copy of any internal rule, guideline, protocol or other similar criteria relied upon in making the adverse determination is available free of charge upon request;

a statement that if a denial of the claim is based on medical necessity or experimental treatment, or a similar exclusion or limit, the Claims Administrator will, upon request, provide the Claimant, free of charge, an explanation of the scientific or clinical judgment, applying the terms of the plan to the Claimant's medical circumstances;

in the case of a denial concerning a claim involving urgent care, a description of the expedited review process applicable to such claims; and

with respect only to an Active Medical Plan claim:

information sufficient to identify the claim involved;

notification of the opportunity to request the diagnosis and treatment codes associated with the claim involved, including their respective meanings, and to have such information provided upon request;

a description of the Active Medical Plan's external review procedures, the time limits applicable to such procedures and how to initiate an external appeal; and

contact information for any applicable office of health insurance consumer assistance or ombudsman established to assist individuals with the internal claims and appeals process.

In addition, any such denial notification will be provided in a culturally and linguistically appropriate manner as required by the Patient Protection and Affordable Care Act and in accordance with any applicable implementing regulations or other federal agency guidance.

Appeals

Appeal of Denied Claim: If the Claimant fails to file an appeal for review within 180 days of the denial notification, the claim will be deemed permanently waived and abandoned, and the Claimant will be precluded from reasserting it under these procedures or in a court or any other venue. If the Claimant wishes to appeal a denial of any part of a claim under a Component Plan providing group health benefits, the Claimant must appeal the denial to the Claims Administrator within 180 days after the Claimant receives notice of the denial. The request must be submitted in writing and must include:

the reasons why the Claimant feels the claim is valid; and

the reasons why the Claimant thinks the claim should not be denied.

Documents, records, written comments, and other information in support of the appeal should accompany the request. This information will be considered by the Claims Administrator in reviewing the claim. The Claimant may request to examine and receive copies of all documents, records, and other information relevant to the claim. The Claims Administrator will review the claim without granting any deference to the initial decision regarding the claim. Also, no reviewer may be a person that was involved in making the initial decision regarding the claim, or a subordinate to that person. In addition, if the claim was based, in whole or in part, on a medical judgment in reviewing the claim, the Claims Administrator will consult with a health

care professional who has appropriate training and experience in the field of medicine involved in the medical judgment in reviewing the claim. This person will not be a person or a subordinate of a person consulted by the Claims Administrator in deciding the initial claim.

With respect to Active Medical Plan claims, the Claimant will be allowed to review the claim file and to provide evidence and testimony as part of the internal claims and appeals process. The applicable Active Medical Plan Claims Administrator will provide the Claimant, free of charge, with any new or additional evidence considered, relied upon or generated by the Active Medical Plan (or at the direction of the Active Medical Plan) in connection with the Claimant's appeal as soon as possible and sufficiently in advance of the date on which it provides the Claimant with notice of its determination on appeal, so that the Claimant will have a reasonable opportunity to respond prior to that date. In addition, if the denial of the Claimant's appeal is based on a new or additional rationale, the applicable Active Medical Plan Claims Administrator will provide the Claimant, free of charge, with the new or additional rationale as soon as possible and sufficiently in advance of the date on which it provides the Claimant with notice of its determination on appeal, so that the Claimant will have a reasonable opportunity to respond prior to that date.

Notification of Appeal Denial

Urgent Care Claims: In the case of a claim involving urgent care, the Claims Administrator will provide this notice as soon as possible, taking into account the medical exigencies, but not later than 72 hours after receipt of the request for review.

Pre-Service Claims: In the case of a pre-service claim, the Claims Administrator will provide this notice within a reasonable amount of time appropriate to the medical circumstances but not later than 30 days after receipt of the request for review if the Component Plan provides for only one mandatory appeal of an adverse benefit determination or within 15 days for each appeal if the Component Plan provides for two mandatory appeals of an adverse determination.

Post-Service Claims: In the case of a post-service claim, the Claims Administrator will provide this notice within a reasonable amount of time but not later than 60 days after receipt of the request for review if the Component Plan provides for only one mandatory appeal of an adverse benefit determination or within 30 days for each appeal if the Component Plan provides for two mandatory appeals of an adverse determination.

Concurrent Care Claims: In the case of a concurrent care claim, the Claims Administrator will provide this notice within a reasonable amount of time appropriate to the medical circumstances but not later than 15 days after receipt of the request for review for each level of the Claimant's appeal.

Content of Appeal Denial: The notice provided for all appeal decisions under a Component Plan providing group health benefits will include:

the specific reason or reasons for the denial;

specific references to the pertinent plan provisions on which the denial is based;

a statement that the Claimant is entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to the claim for benefits;

a statement about the Claimant's right to bring a civil action under Section 502(a) of ERISA following any final internal adverse benefit determination;

a statement that a copy of any internal rule, guideline, protocol or other similar criteria relied upon in making the adverse determination is available free of charge upon request;

a statement that if a denial of the claim is based on medical necessity or experimental treatment, or a similar exclusion or limit, the Claims Administrator will, upon request, provide the Claimant, free of charge, an explanation of the scientific or clinical judgment, applying the terms of the plan to the Claimant's medical circumstances; and

with respect only to an Active Medical Plan claim:

information sufficient to identify the claim involved;

notification of the opportunity to request the diagnosis and treatment codes associated with the claim involved, including their respective meanings, and to have such information provided upon request;

a description of the Active Medical Plan's external review procedures, the time limits applicable to such procedures and how to initiate an external appeal; and

contact information for any applicable office of health insurance consumer assistance or ombudsman established to assist individuals with the internal claims and appeals and the external appeals process.

In addition, any such appeal decision notification will be provided in a culturally and linguistically appropriate manner as required by the Patient Protection and Affordable Care Act and in accordance with any applicable implementing regulations or other federal agency guidance.

Also, upon request, the Claims Administrator will provide the Claimant with a statement identifying those medical or vocational experts whose advice was obtained in connection with the appeal.

Active Medical Plan External Review Process: External review is available only for certain types of adverse benefit determinations, as defined by federal regulations, and the provisions of this Paragraph apply only to those adverse benefit determinations. Each Active Medical Plan will comply with applicable federal regulations regarding external review. Not in limitation but in amplification of the preceding sentence, each fully-insured Active Medical Plan will comply with any applicable state external review process that meets, at a minimum, the consumer protections set forth in federal regulations. Each fully-insured Active Medical Plan not subject

to such a state external review process and each self-insured Active Medical Plan will comply with the federal external review process outlined in federal regulations and other applicable guidance, and described in the remainder of this Paragraph.

Eligibility for External Review: A Claimant who receives a notice of an adverse benefit determination and who exhausts an Active Medical Plan's internal claims and appeals process within the meaning of applicable federal regulations may file an appeal with an independent review organization (IRO) that is accredited to conduct a review of the Claimant's claim.

Timing for Filing External Appeal: A Claimant must submit a request for external review to the applicable Claims Administrator within 4 months of the date of the Claimant's receipt of the Claimant's final internal adverse determination on appeal. If the Claimant fails to submit a request for external review by such deadline, the claim will be deemed permanently waived and abandoned, and the Claimant will be precluded from reasserting it under these procedures or in a court or any other venue.

Notification of Eligibility of Appeal for External Review: The applicable Claims Administrator will determine if the Claimant's appeal is eligible for the voluntary external review process and will provide the Claimant with a written notice of its determination. If the Claimant's request is complete but not eligible for external review, the notice will include the reason or reasons for the denial and contact information for the Department of Labor Employee Benefits Security Administration. If the Claimant's request for external review is not complete, the notice will describe the information or materials needed to make the request complete. The Claimant must provide the required information to the applicable Claim Administrator within the original 4-month filing period or within the 48-hour period following receipt of the notification, whichever is later. If the Claimant fails to provide the required information by the applicable deadline, the claim will be deemed permanently waived and abandoned, and the Claimant will be precluded from reasserting it under these procedures or in a court or any other venue.

IRO Review of Claim: If the Claimant's claim is eligible for external review, the applicable Claims Administrator will assign the claim to an IRO. The IRO will notify the Claimant of the acceptance of the claim for external review and the Claimant's right to submit to the IRO in writing within 10 business days following receipt of the notice any additional information the IRO should consider in conducting the external review. The IRO will review all of the information and documents it receives in a timely manner as outlined in federal regulations and other applicable guidance.

Notification of IRO Decision: The IRO will provide written notice to the Claimant and the applicable Active Medical Plan of the final external review decision within 45 days after the IRO receives the request for external review. The notice will include the following:

a general description of the reason for the request for external review, including information sufficient to identify the claim;

the date the IRO received the assignment to conduct the external review and the date of the IRO decision;

references to the evidence or documentation, including the specific coverage provisions and evidence-based standards, the IRO considered in reaching its decision;

a discussion of the principal reason or reasons for the IRO's decision, including the rationale for its decision and any evidence-based standards that were relied on in making the decision;

a statement that the determination is binding except to the extent that other remedies may be available under State or Federal law to the Claimant or the applicable Active Medical Plan;

a statement that judicial review may be available to the Claimant; and

current contact information, including phone number, for any applicable office of health insurance consumer assistance or ombudsman.

External Review of Urgent Care Claims: If the Claimant's request for external review relates to an urgent care claim, the applicable Claims Administrator will determine if the appeal is eligible for the voluntary external review program and will provide the Claimant with written notice of its determination immediately. If the urgent care claim is eligible for external review, the Claims Administrator will assign the urgent care claim to an IRO as described in Subparagraph (C) of this Paragraph. The IRO will review all of the information and documents relevant to the appeal, to the extent the information and documents are available and the IRO considers them appropriate. The IRO will provide notice to the Claimant and the applicable Active Medical Plan of the final external review decision as soon as possible, but no more than 72 hours after the IRO receives the request for an expedited external review. If the notice is not provided in writing, within 48 hours after the date of providing the notice, the IRO will provide the Claimant and the applicable Active Medical Plan with a written confirmation of its decision.

Claims Procedures for Other Plans

Initial Claim: To receive or apply for benefits under any Component Plan not specifically discussed in Section 0 or 0, the Claimant must submit initial claims and/or appeals, as applicable, in accordance with this Section.

(1) **Notification of Claim Denial:** If the claim for benefits is denied, in whole or in part, the Claimant will receive a written notice from the Claims Administrator within 90 days. Under special circumstances, the Claims Administrator may take up to an additional 90 days to review the claim if it determines that such an extension is necessary due to matters beyond its control. If an extension of time is required, the Claimant will be notified before the end of the initial 90-day period of the circumstances requiring the extension and the date by which the Claims Administrator expects to render a decision.

(2) **Content of Notification of Denial:** If the claim is denied, in whole or in part, the Claims Administrator will notify the Claimant in writing. The notice will include:

the reason or reasons for the denial;

specific references to the pertinent plan provisions on which the denial is based;

a description of any additional information or materials necessary to perfect the claim and an explanation of why such material or information is needed; and

an explanation of the claims review process and the time limits applicable to such process, including a statement of the Claimant's right to bring a civil action under Section 502(a) of ERISA following adverse benefits determination on review.

Appeals

Appeal of Denied Claim: If the Claimant fails to file an appeal for review within 60 days of the denial notification, the claim will be deemed permanently waived and abandoned, and the Claimant will be precluded from reasserting it under these procedures or in a court or any other venue. If the Claimant wishes to appeal a denial of any part of a claim, the Claimant must appeal the denial to the Claims Administrator within 60 days after the Claimant receives notice of the denial. The request must be submitted in writing and must include:

the reasons why the Claimant feels the claim is valid; and

the reasons why the Claimant thinks the claim should not be denied.

Documents, records, written comments, and other information in support of the appeal should accompany the request. This information will be considered by the Claims Administrator in reviewing the claim. The Claimant may request to examine and receive copies of all documents, records, and other information relevant to the claim.

Notification of Appeal Denial: The Claims Administrator will review the appeal and inform the Claimant in writing of its decision within a reasonable period of time, but no later than 60 days after it receives the appeal. Under special circumstances, the Claims Administrator may take up to an additional 60 days to review the claim if it determines that such an extension is necessary due to matters beyond its control. If an extension of time is required, the Claimant will be notified before the end of the initial 60-day period of the circumstances requiring the extension and the date by which the Claims Administrator expects to render a decision.

Contents of Notification of Appeal Denial: If the claim is denied on appeal, the Claimant will receive written notice of the denial. The notice will include:

the reason or reasons for the denial;

specific references to the pertinent plan provisions on which the denial is based;

a statement that the Claimant is entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to the claim for benefits; and

a statement about the Claimant's right to bring a civil action under Section 502(a) of ERISA.

PARTICIPATION BY OTHER EMPLOYERS

Adoption of Plan

With the consent of the Company, any subsidiary or affiliate of the Company that is not a Participating Employer but that is treated as a single employer with the Company under Section 414(b), 414(c), or 414(m) of the Code may become a Participating Employer under a Plan by taking such action, if any, as the Company requires to adopt such Plan. Such action by a Participating Employer is not required to be in writing.

Withdrawal from Participation

Any Employer that adopts a Plan may elect separately to withdraw from such Plan and such withdrawal constitutes a termination of such Plan as to such Employer. Any such withdrawal and termination must be expressed in an instrument executed by the terminating Employer and filed with the Company or its delegate, and, except as may otherwise be required by applicable law, becomes effective when so filed unless some other effective date is designated in such instrument and approved by the Company or its delegate.

Unless waived by the Company, a Participating Employer is responsible for claims of its Participants and covered Dependents incurred but not presented for payment as of the date of withdrawal.

Company Authorized to Act for Employers

Each Employer which becomes a participating Employer pursuant to Section 0 is deemed to have appointed the Company to exercise on its behalf all the powers and authorities hereby conferred upon the Company by the terms of each Plan, including, but not limited to, the power to amend and terminate such Plan. The authority of the Company to act as such continues until such Employer withdraws from such Plan.

Employer Reimbursement

Each Employer must, upon demand from the Company, reimburse the Company for the Employer's appropriate share of any expenses, insurance premiums or plan funding necessary to provide benefits under a Plan.

Company's Right to Terminate Adoption

The Company has the right to terminate any Employer's adoption of a Plan at any time and for any reason.

AMENDMENT OR TERMINATION

Amendment

Authority to Amend: The Company reserves without limitation the right to amend, modify or change any Plan and/or any Component Plan at any time and for any reason by action of its Board of Directors or its authorized delegate(s) or an officer of the Company, including amendments which are retroactive in effect, except that any amendment, modification or change relating to any Insurance Contract must be in accordance with the provisions of such Insurance Contract. All amendments must be made in writing. The amendment of a Plan may affect not only active Employees (and their Dependents), but also former active Employees who retired, became disabled, died or whose employment with the Employer has otherwise terminated (and their Dependents), and also any Participant (and such Participant's Dependents) who began receiving benefit coverage or payments prior to the amendment. The Company reserves the right to amend, modify or change any retiree coverage offered under a Plan at any time and for any reason. Any amendment is deemed to be approved and adopted by any Participating Employer.

Exhibits: From time to time, the Plan Administrator may update and revise the Exhibits attached hereto and any Incorporated Documents listed on such Exhibits. Any such update or revision of the Exhibits or any Incorporated Document is considered a duly authorized amendment of the applicable Plan, provided that it is in writing and filed with such Plan.

Termination

Right to Terminate: The Company has established each Plan with the bona fide intention and expectation that it will be continued indefinitely, but the Company has no obligation to maintain such Plan for any given length of time, and the Company reserves without limitation the right to terminate such Plan and/or any Component Plan, including any retiree coverage under such Plan or Component Plan, as applicable, at any time with or without reason by action of its Board of Directors or its authorized delegate(s). Such decision to terminate a Plan and/or any Component Plan must be made in writing. In the event an Employer for any reason ceases to exist, with respect to the Eligible Employees of such Employer, the Plans, unless continued by another employer, will terminate.

Payment of Claims Upon Termination: If any Plan and/or any Component Plan is terminated, the Employer has no further liability to pay any benefits pursuant to such Plan or Component Plan, as applicable, with respect to any period after such termination. Such Plan and/or any Component Plan, as applicable, will continue until all proper pending claims for benefits outstanding as of the date of termination have been paid.

Determination of Effective Date of Amendment or Termination

Any such amendment, discontinuance or termination is effective as of such date as the Company determines.

MISCELLANEOUS

Limitation of Rights

Neither the establishment of a Plan nor any provision thereof may be construed:

to give any person any legal or equitable right against any Employer, its officers or Employees, or the Plan Administrator, except as expressly provided herein or by law; or

to create a contract of employment with any Participant, to obligate the Employer to continue the service of any Eligible Employee or to affect or modify the Eligible Employee's terms of employment in any way.

No Vested Rights

No Employee of an Employer, whether or not a Participant in, or eligible to participate in, a Plan has at any time any vested rights to benefits provided under such Plan or any Component Plan. Any and all benefits provided to retirees and anyone claiming benefits through retirees are not vested and are subject to amendment, modification, change and termination by the Company at any time with or without reason by action of its Board of Directors or its authorized representatives.

Right of Recovery

Each Plan has the right to recover any payment it made but should not have made or made to an individual or organization not entitled to payment, from the individual or organization or anyone else benefiting from the improper payment.

Subrogation and Reimbursement

No Plan provides primary coverage for expenses associated with an injury or illness caused or worsened by the action of any third party which gives rise to a claim against that party, nor does it provide primary coverage for such expenses to the extent that there is other applicable coverage from a source other than such Plan (including, but not limited to, medical benefits under an automobile insurance policy). In the event that an individual receiving benefits under a Plan ("covered individual") sustains an injury or illness as a result of an action of a third party, and a Plan pays for costs associated with such injury or illness, such Plan has the following rights:

to be subrogated to the covered individual's rights against any third parties which arise from such injury or illness; and

to be fully reimbursed (to the extent of benefits paid) by the covered individual if such covered individual obtains any financial recovery from any source, including such covered individual's own insurance carrier or another welfare benefit plan (such as a disability plan, if any) sponsored by the Employer, whether by judgment, settlement, award, government or worker's

compensation benefits, or otherwise, on account of such injury or illness, and the Plan has a lien on any such recovery. Also, by accepting benefits under the Plan in connection with such an injury or illness, the covered individual assigns any recovery to the Plan and authorizes such covered individual's attorney, personal representative or Insurance Company to reimburse the Plan. The Plan is entitled to full reimbursement:

before the covered individual is entitled to retain any part of such financial recovery, regardless of the stated reason for the financial recovery or whether the covered individual has other costs or suffered other injuries not paid for or compensated by the Plan (notwithstanding any "Make Whole Doctrine");

without regard to any claim of fault on the part of the covered individual, whether under comparative negligence or otherwise;

without reduction for attorneys' fees and other costs incurred by the Participant or Dependent in making a recovery without the prior express written consent of the Plan (notwithstanding any "Fund Doctrine," "Common Fund Doctrine," or "Attorney's Fund Doctrine"); and

notwithstanding that the recovery to which the Plan is subrogated is paid to a decedent, a minor, a decedent's estate, or an incompetent or disabled person.

Notwithstanding any other provision of the Plan, the payment of benefits under the Plan on account of an injury or illness as a result of an action of a third party is contingent on the covered individual:

informing the Plan Administrator of the action to be taken by the covered individual;

agreeing (in such form and to such documents as the Plan may require) to the Plan being reimbursed from any recovery from a third party and subrogated to any right of recovery the covered individual has against a third party;

refraining from action which would prejudice the Plan's subrogation rights (including, but not limited to, making a settlement which specifically reduces or excludes, or attempts to reduce or exclude, the benefits provided by the Plan); and

cooperating in doing what is reasonably necessary to assist the Plan in any recovery.

If the covered individual should fail or refuse to comply with this Section, the covered individual is not entitled to benefits under the applicable Plan and must reimburse such Plan for any and all costs and expenses, including attorneys' fees, incurred by such Plan in enforcing its rights hereunder. The Plan may determine not to exercise all of the above reimbursement and/or subrogation rights in certain types of cases, with respect to certain covered groups, or with respect to certain geographic areas, without waiving its right to enforce its rights in the future as to other groups or in other geographic areas.

Incorrect Information, Fraud, Concealment, or Error

Right to Recover Payments: Notwithstanding anything in a Plan to the contrary, the Plan Administrator shall be entitled to recover, in any manner the Plan Administrator in its sole discretion deems necessary or appropriate for such recovery, from a Participant, Dependent, Beneficiary or other individual any or all of any benefits paid or the amount of any liability incurred and any and all expenses incidental to or necessary for such recovery if, because of a human or systems error, or because of the provision of incorrect information or the failure to provide correct information, fraud, misrepresentation, or concealment of any relevant fact (determined in the sole discretion of the Plan Administrator) by the Participant, Dependent, Beneficiary, or other individual, such Plan:

enrolls any individual in a Component Plan, provides COBRA Continuation Coverage to any individual pursuant to Section 2.5, or pays a benefit claim under such Plan or a Component Plan;

incurs a liability for failure to so enroll, provide COBRA Continuation Coverage, or pay a benefit claim;

incurs a liability for terminating enrollment or COBRA Continuation Coverage; or

makes any payment, overpayment or erroneous payment to any individual or entity.

Right to Terminate Participation or Take Other Appropriate Action: Notwithstanding anything in a Plan to the contrary, the Plan Administrator will be entitled to terminate, suspend or otherwise alter the participation of any Participant, Dependent or other individual in such Plan and/or any applicable Component Plan and to take other appropriate action as determined in its sole discretion, if any of the following events occurs:

the Participant, Dependent or other individual omits, misrepresents, or provides materially false information to the Plan in connection with enrollment in or ongoing participation in the Plan or a Component Plan;

the Participant, Dependent or other individual permits an individual who is not covered under a Component Plan to use a Component Plan's ID card or to falsely obtain benefits under the Plan or a Component Plan; or

the Participant, Dependent or other individual obtains or attempts to obtain benefits under the Plan or a Component Plan by means of false, misleading or fraudulent information, acts or omissions.

Nonassignment of Rights

A Participant's or Dependent's right to receive any reimbursement under a Component Plan is not alienable by the Participant or Dependent by assignment or any other method except as expressly permitted under the applicable Component Plan, and is not subject to be taken by the Participant's or Dependent's creditors by any process whatsoever, and any attempt to cause such right to be so subjected is not recognized, except to such extent as may be required by law.

No Guarantee of Tax Consequences

Neither the Plan Administrator nor the Employer makes any commitment or guarantee that any amounts deposited or credited on behalf of, paid to or on behalf of, or reimbursed to or on behalf of any Participant under a Plan are excludable from the Participant's gross income for federal, state or local income tax purposes, or that any other federal, state or local tax treatment applies to or is available to any Participant. Each Participant is obligated to determine whether each payment under a Plan is excludable from the Participant's gross income for federal, state and local income tax purposes, and to notify the Employer if the Participant has reason to believe that any such payment is not so excludable. If for any reason it is determined that any amount paid for the benefit of a Participant or the Participant's Dependent are includable in a Participant's gross income for federal, state or local income tax purposes, then under no circumstances does the recipient have any recourse against the Plan Administrator or the Employer with respect to any increased taxes or other losses or damages suffered by the Participant as a result thereof.

Withholding Taxes

To the extent that an Employer is required to withhold federal, state, local or foreign taxes in connection with any payment made to a Participant under a Component Plan, the Employer may withhold the amount so determined from the payment, or the Participant may pay the amount so determined in any other manner permitted by the Plan Administrator.

Indemnification of Employer by Participants

If a Participant receives benefits under a Plan that do not qualify for exclusion from income under Section 105 of the Code or any other relevant provision of the Code, and the receipt of such benefit was due to the negligent or intentional act or failure to act by the Participant or the Participant's Dependent in applying for or obtaining such benefit, then the Participant must indemnify and reimburse the Employer for any taxes and other expenses incurred by the Employer due to that nonqualified benefit.

Information to be Furnished

Eligible Employees must provide the Plan Administrator, the Claims Administrator and any claims committee with such information and evidence, and must sign such documents, as may be requested by the Plan Administrator, the Claims Administrator and/or any claims committee from time to time for the purpose of administration of the Plans.

Notices and Elections

All notices and elections required to be given or made by a Participant, Dependent or Beneficiary (including requests, directions, consents, designations and applications) under any provision of any Component Plan, are invalid unless made in the form and in accordance with the procedure prescribed by the Plan Administrator and delivered in a timely and proper manner to the Plan Administrator.

Instructions

The Plan Administrator must issue written instructions to each Employer regarding cash payments to be made hereunder and the Employers must act in accordance with those instructions.

Incapacity to Receive Payment

In the event that the Plan Administrator or its delegate finds that any Participant or Dependent entitled to receive benefits hereunder is, at the time such benefits are payable, unable to care for the Participant's or Dependent's, as applicable, affairs because of a physical, mental, or legal incompetence, the Plan Administrator or its delegate may, in its sole discretion, cause any payment due the Participant or Dependent, as applicable, for which prior claim has not been made by a duly qualified guardian or other legal representative, to be paid to such one or more persons as may be chosen by the Plan Administrator or its delegate from among the following: the institution maintaining or responsible for the maintenance of such Participant or Dependent, the Participant's Spouse, the Participant's Children, or other relative by blood or marriage. Any payment made pursuant to this Section is a complete discharge of all liability under the Plans with respect of such payment.

Failure to Cash Check

With respect to any self-insured Component Plan, if payment for benefits is made to a claimant in the form of a check, and such check is not cashed within one year from its date of issuance, then such payment reverts to the Component Plan's trust or, if none, to the Employer.

Payment of Expenses

The Employers may, but do not obligate themselves to, pay all or part of the expenses of administration of the Component Plans and the expenses of the Plan Administrator, and any other expenses incurred at the direction of the Plan Administrator.

Disclosures Via Other Media

The Plan Administrator, Claims Administrator and/or any claims committee may, in its sole discretion, use any electronic or other alternative media form that it deems necessary or appropriate to meet ERISA reporting and disclosure requirements applicable to a Plan in accordance with ERISA and any regulations thereunder then in effect.

Section 105(h) of the Code

For purposes of meeting the requirements of Section 105(h) of the Code to the extent applicable to any benefits under a Plan, benefit options provided through health maintenance organizations may be designated with any self-insured benefit option as a single plan intended to satisfy the requirements of Section 105(h)(2) of the Code. Any such designation must be made by the Company and remains in effect until modified by the Company.

Qualified Medical Child Support Orders

Medical benefits under a Plan must be administered in accordance with the provisions of any qualified medical child support order to which such Plan is subject, in accordance with Part 6 of Subtitle B of Title I of ERISA.

Compliance with Federal and State Mandates

It is intended that each Plan meet all applicable requirements of the Code, ERISA and all other applicable federal and state laws and of all regulations issued thereunder. Each Plan shall be construed, operated, and administered accordingly. In the event of any conflict between any provision of a Plan and the Code, ERISA, and/or any other applicable federal law, the provisions of the Code, ERISA and other applicable federal laws are deemed controlling, and any conflicting part, clause, or provision of such Plan is deemed superseded to the extent of the conflict.

Construction

Whenever used in this Master Document, unless the context clearly indicates otherwise, the singular includes the plural and the plural the singular. The conjunction “or” includes both the conjunctive and disjunctive and the adjective “any” means one or more or all. Article, section and other headings have been inserted for convenience of reference only and are to be ignored in any construction of the provisions of this Master Document. A reference in this Master Document to a “Section” or an “Article” means a Section or Article of this Master Document and not of another source unless another source is specified or clearly indicated.

Severability

If any provision of a Plan or the application thereof to any circumstance(s) or person(s) is invalidated by a court of competent jurisdiction, the remainder of such Plan and the application of such provision to other circumstances or persons is not affected thereby.

Governing Law

To the extent not preempted by ERISA or any other federal statutes or regulations, the Plan is governed by and construed, enforced and administered according to the laws of the Commonwealth of Pennsylvania.

IN WITNESS WHEREOF, this instrument has been executed by the Company effective as of January 1, 2016.

PPG INDUSTRIES, INC.

By: _____

Name: _____

Title: _____

EXHIBIT A

Plans and Component Plans

PPG Industries, Inc. Severance Plan—Mt. Zion, IL, Plan Number 508				
Component Plan	Funding	Insurer or Administrator	Incorporated Documents	Benefit
Severance Pay Plan #3	Self-Insured	PPG Industries, Inc.	Severance Pay Plan Policy	Severance
PPG Industries, Inc. Severance Plan—Fresno, CA, Plan Number 510				
Component Plan	Funding	Insurer or Administrator	Incorporated Documents	Benefit
Severance Pay Plan #8	Self-Insured	PPG Industries, Inc.	Severance Pay Plan Policy	Severance
PPG Industries, Inc. Group Benefits Plan—Crystal City, MO, Plan Number 516				
Component Plan	Funding	Insurer or Administrator	Incorporated Documents	Benefit
Indemnity Plan	Self-Insured	Highmark Blue Cross Blue Shield	Group Benefits Plan booklet for Hourly Employees of PPG Industries, Inc. (Crystal City, MO)	Medical
PPG Industries, Inc. Group Benefits Plan—Mt. Vernon, OH, Plan Number 517				
Component Plan	Funding	Insurer or Administrator	Incorporated Documents	Benefit
Indemnity Plan	Self-Insured	Highmark Blue Cross Blue Shield	Group Benefits Plan booklet for Hourly Employees of PPG Industries, Inc. (Mt. Vernon, OH)	Medical
PPG Industries, Inc. Group Benefits Plan—Creighton, PA, Plan Number 518				
Component Plan	Funding	Insurer or Administrator	Incorporated Documents	Benefit
Indemnity Plan	Self-Insured	Highmark Blue Cross Blue Shield	Group Benefits Plan booklet for Hourly Employees of PPG Industries, Inc. (Creighton, PA)	Medical
PPG Industries, Inc. Group Benefits Plan—Ford City, PA, Plan Number 519				
Component Plan	Funding	Insurer or Administrator	Incorporated Documents	Benefit
Indemnity Plan	Self-Insured	Highmark Blue Cross Blue Shield	Group Benefits Plan booklet for Hourly Employees of PPG Industries, Inc. (Ford City, PA)	Medical
PPG Industries, Inc. Group Benefits Plan—Cumberland, MD, Plan Number 520				
Component Plan	Funding	Insurer or	Incorporated Documents	Benefit

Administrator				
Indemnity Plan	Self-Insured	Highmark Blue Cross Blue Shield	Group Benefits Plan booklet for Hourly Employees of PPG Industries, Inc. (Cumberland, MD)	Medical
PPG Industries, Inc. Group Benefits Plan—Greensburg, PA, Plan Number 521				
Component Plan	Funding	Insurer or Administrator	Incorporated Documents	Benefit
Indemnity Plan	Self-Insured	Highmark Blue Cross Blue Shield	Group Benefits Plan booklet for Hourly Employees of PPG Industries, Inc. (Greensburg, PA)	Medical
PPG Industries, Inc. Group Benefits Plan—Fresno, CA, Plan Number 522				
Component Plan	Funding	Insurer or Administrator	Incorporated Documents	Benefit
Preferred Provider Organization Plan	Self-Insured	Highmark Blue Cross Blue Shield	Group Benefits Plan booklet for Hourly Employees of PPG Industries, Inc. (Fresno, CA)	Medical
HealthFund	Self-Insured	Aetna	Group Benefits Plan for Hourly Employees of PPG Industries, Inc. (Fresno, CA) SPD PPG Industries, Inc. Aetna HealthFund SPD	Medical
Health Maintenance Organization	Fully-Insured	Kaiser of Northern CA United Healthcare (Group 28998)	Group Benefits Plan for Hourly Employees of PPG Industries, Inc. (Fresno, CA) SPD HMO Group Policy/Agreement	Medical/Prescription Drug
Dental Plan	Self-Insured	Metropolitan	Group Benefits Plan for Hourly Employees of PPG Industries, Inc. (Fresno, CA) SPD	Dental
Prescription Drug Plan	Self-Insured	Caremark, Inc.	Group Benefits Plan for Hourly Employees of PPG Industries, Inc. (Fresno, CA) SPD	Prescription Drug
Health Care and Dependent Care Flexible Spending Account	Self-Insured	WageWorks	Group Benefits Plan for Hourly Employees of PPG Industries, Inc. (Fresno, CA) SPD Articles V, VI and VII of the PPG Industries, Inc. Cafeteria Plan	Flexible Spending

Accident and Sickness Benefit Plan	Self-Insured	PPG Industries, Inc.	Group Benefits Plan for Hourly Employees of PPG Industries, Inc. (Fresno, CA) SPD	Accident and Sickness
Seat Belt Insurance Plan	Fully Insured	The Hartford (Policy S06751)	Group Benefits Plan for Hourly Employees of PPG Industries, Inc. (Fresno, CA) SPD Certificate of Coverage	Accident Insurance
PPG Industries, Inc. Group Benefits Plan—Creighton, PA, Plan Number 525				
Component Plan	Funding	Insurer or Administrator	Incorporated Documents	Benefit
Indemnity Plan	Self-Insured	Highmark Blue Cross Blue Shield	Group Benefits Plan booklet for Hourly Employees of PPG Industries, Inc. (Creighton Salaried Union)	Medical
PPG Industries, Inc. Group Benefits Plan—Ford City, PA, Plan Number 526				
Component Plan	Funding	Insurer or Administrator	Incorporated Documents	Benefit
Indemnity Plan	Self-Insured	Highmark Blue Cross Blue Shield	Group Benefits Plan booklet for Hourly Employees of PPG Industries, Inc. (Ford City Salaried Union)	Medical
PPG Industries, Inc. Group Benefits Plan—Lexington, NC, Plan Number 531				
Component Plan	Funding	Insurer or Administrator	Incorporated Documents	Benefit
Preferred Provider Organization	Self-Insured	Highmark	Group Benefits Plan booklet for Hourly Employees of PPG Industries, Inc. (Fiber Glass)	Medical
HealthFund	Self-Insured	Aetna	Group Benefits Plan booklet for Hourly Employees of PPG Industries, Inc. (Fiber Glass) PPG Industries, Inc. Aetna HealthFund SPD	Medical
Prescription Drug Plan	Self-Insured	Caremark, Inc.	Group Benefits Plan booklet for Hourly	Prescription Drug

			Employees of PPG Industries, Inc. (Fiber Glass)	
Dental Plan	Self-Insured	Metropolitan Life Insurance Company	Group Benefits Plan booklet for Hourly Employees of PPG Industries, Inc. (Fiber Glass)	Dental
Voluntary Accidental Death and Dismemberment Plan	Fully Insured	Hartford Life Group Insurance Company (Policy #SR-68050215)	Group Benefits Plan booklet for Hourly Employees of PPG Industries, Inc. (Fiber Glass) Hartford Certificate of Coverage	Accident Insurance
Seatbelt Wearer's Accidental Death Insurance Plan	Fully Insured	Hartford Life Group Insurance Company (Policy #SR-83074553)	Group Benefits Plan booklet for Hourly Employees of PPG Industries, Inc. (Fiber Glass) Hartford Certificate of Coverage	Accident Insurance
Business Travel Accident Insurance Plan	Fully Insured	Hartford Life Group Insurance Company (Policy #SR-83091376)	Group Benefits Plan booklet for Hourly Employees of PPG Industries, Inc. (Fiber Glass) Hartford Certificate of Coverage	Accident Insurance
Accident and Sickness Plan	Fully Insured	The Hartford (Policy 83174145)	Group Benefits Plan booklet for Hourly Employees of PPG Industries, Inc. (Fiber Glass)	Disability Income (Short-Term)
Basic Long Term Disability Insurance Plan	Fully Insured	The Hartford (Policy #83175016)	Group Benefits Plan booklet for Hourly Employees of PPG Industries, Inc. (Fiber Glass) Hartford Certificate of Coverage	Disability Income (Long-Term)
Supplemental Long Term Disability Insurance Plan	Fully Insured	The Hartford (Policy #83178160)	Group Benefits Plan booklet for Hourly Employees of PPG Industries, Inc. (Fiber Glass) Hartford Certificate of Coverage	Disability Income (Long-Term)
Employee Education Assistance Plan	Self-Insured	PPG Industries, Inc.	Group Benefits Plan booklet for Hourly Employees of PPG Industries, Inc. (Fiber Glass)	Education Assistance
Adoption Assistance	Self-Insured	PPG Industries, Inc.	Group Benefits Plan booklet for Hourly Employees of PPG Industries, Inc. (Fiber Glass)	Adoption Assistance

Vision Care Benefits Plan	Fully Insured	Davis Vision (Groups 0153801 and 0153802)	Group Benefits Plan booklet for Hourly Employees of PPG Industries, Inc. (Fiber Glass) Certificate of Coverage	Vision
Health Care and Dependent Care Flexible Spending Account	Self-Insured	WageWorks	Group Benefits Plan for Hourly Employees of PPG Industries, Inc. (Fiber Glass) Articles V, VI and VII of the PPG Industries, Inc. Cafeteria Plan	Flexible Spending
PPG Industries, Inc. Group Benefits Plan—Shelby, NC, Plan Number 532				
Component Plan	Funding	Insurer or Administrator	Incorporated Documents	Benefit
Preferred Provider Organization	Self-Insured	Highmark	Group Benefits Plan booklet for Hourly Employees of PPG Industries, Inc. (Fiber Glass)	Medical
HealthFund	Self-Insured	Aetna	Group Benefits Plan booklet for Hourly Employees of PPG Industries, Inc. (Fiber Glass) PPG Industries, Inc. Aetna HealthFund SPD	Medical
Prescription Drug Plan	Self-Insured	Caremark, Inc.	Group Benefits Plan booklet for Hourly Employees of PPG Industries, Inc. (Fiber Glass)	Prescription Drug
Dental Plan	Self-Insured	Metropolitan Life Insurance Company	Group Benefits Plan booklet for Hourly Employees of PPG Industries, Inc. (Fiber Glass)	Dental
Voluntary Accidental Death and Dismemberment Plan	Fully Insured	Hartford Life Group Insurance Company (Policy #SR-68050215)	Group Benefits Plan booklet for Hourly Employees of PPG Industries, Inc. (Fiber Glass) Hartford Certificate of Coverage	Accident Insurance
Seatbelt Wearer's Accidental Death Insurance Plan	Fully Insured	Hartford Life Group Insurance Company (Policy #SR-83074553)	Group Benefits Plan booklet for Hourly Employees of PPG Industries, Inc. (Fiber Glass) Hartford Certificate of Coverage	Accident Insurance
Business Travel Accident	Fully Insured	Hartford Life Group	Group Benefits Plan booklet for Hourly	Accident Insurance

Insurance Plan		Insurance Company (Policy #SR-83091376)	Employees of PPG Industries, Inc. (Fiber Glass) Hartford Certificate of Coverage	
Accident and Sickness Plan	Fully Insured	The Hartford (Policy 83174145)	Group Benefits Plan booklet for Hourly Employees of PPG Industries, Inc. (Fiber Glass)	Disability Income (Short-Term)
Basic Long Term Disability Insurance Plan	Fully Insured	Hartford Life Group Insurance Company (Policy #83175016)	Group Benefits Plan booklet for Hourly Employees of PPG Industries, Inc. (Fiber Glass) Hartford Certificate of Coverage	Disability Income (Long-Term)
Supplemental Long Term Disability Insurance Plan	Fully Insured	Harford Group Life Insurance Company (Policy #83178160)	Group Benefits Plan booklet for Hourly Employees of PPG Industries, Inc. (Fiber Glass) Hartford Certificate of Coverage	Disability Income (Long-Term)
Employee Education Assistance Plan	Self-Insured	PPG Industries, Inc.	Group Benefits Plan booklet for Hourly Employees of PPG Industries, Inc. (Fiber Glass)	Education Assistance
Adoption Assistance	Self-Insured	PPG Industries, Inc.	Group Benefits Plan booklet for Hourly Employees of PPG Industries, Inc. (Fiber Glass)	Adoption Assistance
Vision Care Benefits Plan	Fully Insured	Davis Vision (Groups 0153801 and 0153802)	Group Benefits Plan booklet for Hourly Employees of PPG Industries, Inc. (Fiber Glass) Certificate of Coverage	Vision
Health Care and Dependent Care Flexible Spending Account	Self-Insured	WageWorks	Group Benefits Plan for Hourly Employees of PPG Industries, Inc. (Fiber Glass) Articles V, VI and VII of the PPG Industries, Inc. Cafeteria Plan	Flexible Spending
PPG Industries, Inc. Group Benefits Plan—Barberton, OH, Plan Number 533				
Component Plan	Funding	Insurer or Administrator	Incorporated Documents	Benefit
Preferred Provider Organization Plan	Self-Insured	Highmark Blue Cross Blue Shield	Group Benefits Plan booklet for Hourly Employees of PPG Industries, Inc.	Medical

			(Barberton, OH)	
HealthFund	Self-Insured	Aetna	Group Benefits Plan for Hourly Employees of PPG Industries, Inc. (Barberton, OH) SPD PPG Industries, Inc. Aetna HealthFund SPD	Medical
Health Maintenance Organization	Fully-Insured	HealthSpan of Ohio (Group 2864)	Group Benefits Plan for Hourly Employees of PPG Industries, Inc. (Barberton, OH) SPD HMO Group Policy/Agreement	Medical/Prescription Drug
Dental Plan	Self-Insured	Metropolitan	Group Benefits Plan for Hourly Employees of PPG Industries, Inc. (Barberton, OH) SPD	Dental
Prescription Drug Plan	Self-Insured	Caremark, Inc.	Group Benefits Plan for Hourly Employees of PPG Industries, Inc. (Barberton, OH) SPD	Prescription Drug
Health Care and Dependent Care Flexible Spending Account	Self-Insured	WageWorks	PPG Industries, Inc. Health Care Plans SPD (Salaried Employees) Articles V, VI and VII of the PPG Industries, Inc. Cafeteria Plan	Flexible Spending
Accident and Sickness Benefit Plan	Self-Insured	PPG Industries, Inc.	Group Benefits Plan for Hourly Employees of PPG Industries, Inc. (Barberton, OH) SPD	Disability Income (Short-Term)
Basic Long Term Disability Insurance Plan (for employees hired o/a 3/3/08)	Fully Insured	Hartford Life Group Insurance Company (Policy #83175016)	Group Benefits Plan booklet for Hourly Employees of PPG Industries, Inc. (Barberton, OH) Hartford Certificate of Coverage	Disability Income (Long-Term)
Emergency Squad Accidental Death and Dismemberment Insurance	Fully Insured	The Hartford (Policy ETB-200939)	Group Benefits Plan for Hourly Employees of PPG Industries, Inc. (Barberton, OH) SPD Certificate of Coverage	Accident Insurance
Seat Belt Insurance Plan	Fully Insured	The Hartford (Policy S06751)	Group Benefits Plan for Hourly Employees of PPG Industries, Inc.	Accident Insurance

			(Barberton, OH) SPD Certificate of Coverage	
Adoption Assistance	Self-Insured	PPG Industries, Inc.	Group Benefits Plan for Hourly Employees of PPG Industries, Inc. (Barberton, OH) SPD	Adoption Assistance
PPG Industries, Inc. Group Benefits Plan—Lake Charles, Plan Number 536				
Component Plan	Funding	Insurer or Administrator	Incorporated Documents	Benefit
Preferred Provider Organization Plan	Self-Insured	Highmark Blue Cross Blue Shield	Group Benefits Plan booklet for Hourly Employees of PPG Industries, Inc. (Lake Charles, LA)	Medical
HealthFund	Self-Insured	Aetna	Group Benefits Plan for Hourly Employees of PPG Industries, Inc. (Lake Charles, LA) SPD PPG Industries, Inc. Aetna HealthFund SPD	Medical
Retiree Health Reimbursement Account <i>(for employees hired o/a 9/1/06)</i>	Self-Insured	WageWorks, Inc.	Group Benefits Plan for Hourly Employees of PPG Industries, Inc. (Lake Charles, LA) SPD	Medical
Dental Plan	Self-Insured	Metropolitan	Group Benefits Plan for Hourly Employees of PPG Industries, Inc. (Lake Charles, LA) SPD	Dental
Prescription Drug Plan	Self-Insured	Caremark, Inc.	Group Benefits Plan for Hourly Employees of PPG Industries, Inc. (Lake Charles, LA) SPD	Prescription Drug
Accident and Sickness Benefit Plan	Fully Insured	The Hartford <i>(Policy 83174145)</i>	Group Benefits Plan for Hourly Employees of PPG Industries, Inc. (Lake Charles, LA) SPD	Disability Income (Short-Term)
Basic Long Term Disability Insurance Plan <i>(for employees hired o/a 9/1/06)</i>	Fully Insured	Hartford Life Group Insurance Company <i>(Policy #83175016)</i>	Group Benefits Plan booklet for Hourly Employees of PPG Industries, Inc. (Lake Charles, LA) Hartford Certificate of Coverage	Disability Income (Long-Term)
Emergency Squad Accidental Death and Dismemberment Insurance	Fully Insured	The Hartford <i>(Policy ETB-200939)</i>	Group Benefits Plan for Hourly Employees of PPG Industries, Inc. (Lake Charles, LA) SPD	Accident Insurance

			Certificate of Coverage	
Seat Belt Insurance Plan	Fully Insured	The Hartford (Policy S06751)	Group Benefits Plan for Hourly Employees of PPG Industries, Inc. (Lake Charles, LA) SPD	Accident Insurance
			Certificate of Coverage	
Vision Care Benefits Plan	Fully Insured	Davis Vision (Groups 0153801 and 0153802)	Group Benefits Plan booklet for Hourly Employees of PPG Industries, Inc. (Lake Charles, LA)	Vision
			Certificate of Coverage	
Health Care and Dependent Care Flexible Spending Account	Self-Insured	WageWorks	PPG Industries, Inc. Health Care Plans SPD (Salaried Employees)	Flexible Spending
			Articles V, VI and VII of the PPG Industries, Inc. Cafeteria Plan	
PPG Industries, Inc. Group Benefits Plan—Cleveland, OH, Plan Number 540				
Component Plan	Funding	Insurer or Administrator	Incorporated Documents	Benefit
Preferred Provider Organization	Self-Insured	Highmark	Group Benefits Plan booklet for Hourly Employees of PPG Industries, Inc. (Cleveland)	Medical
HealthFund	Self-Insured	Aetna	Group Benefits Plan booklet for Hourly Employees of PPG Industries, Inc. (Cleveland) PPG Industries, Inc. Aetna HealthFund SPD	Medical
Health Maintenance Organization	Fully-Insured	HealthSpan of Ohio (Group 2864)	Group Benefits Plan booklet for Hourly Employees of PPG Industries, Inc. (Cleveland) HMO Group Policy/Agreement	Medical/Prescription Drug
Prescription Drug Plan	Self-Insured	Caremark, Inc.	Group Benefits Plan booklet for Hourly Employees of PPG Industries, Inc. (Cleveland)	Prescription Drug
Dental Plan	Self-Insured	Metropolitan Life Insurance Company	Group Benefits Plan booklet for Hourly Employees of PPG Industries, Inc.	Dental

			(Cleveland)	
Voluntary Accidental Death and Dismemberment Plan	Fully Insured	Hartford Life Group Insurance Company (Policy #SR-68050215)	Group Benefits Plan booklet for Hourly Employees of PPG Industries, Inc. (Cleveland) Hartford Certificate of Coverage	Accident Insurance
Seatbelt Wearer's Accidental Death Insurance Plan	Fully Insured	Hartford Life Group Insurance Company (Policy #SR-83074553)	Group Benefits Plan booklet for Hourly Employees of PPG Industries, Inc. (Cleveland) Hartford Certificate of Coverage	Accident Insurance
Business Travel Accident Insurance Plan	Fully Insured	Hartford Life Group Insurance Company (Policy #SR-83091376)	Group Benefits Plan booklet for Hourly Employees of PPG Industries, Inc. (Cleveland) Hartford Certificate of Coverage	Accident Insurance
Wage Continuance	Self-Insured	PPG Industries, Inc.	Group Benefits Plan booklet for Hourly Employees of PPG Industries, Inc. (Cleveland)	Disability Income (Short-Term)
Basic Long Term Disability Insurance Plan (for employees hired o/a 1/1/06)	Fully Insured	Hartford Life Group Insurance Company (Policy #83178159)	Group Benefits Plan booklet for Hourly Employees of PPG Industries, Inc. (Cleveland) Hartford Certificate of Coverage	Disability Income (Long-Term)
Supplemental Long Term Disability Insurance Plan (for employees hired o/a 1/1/06)	Fully Insured	Harford Group Life Insurance Company (Policy #83178159)	Group Benefits Plan booklet for Hourly Employees of PPG Industries, Inc. (Cleveland) Hartford Certificate of Coverage	Disability Income (Long-Term)
Employee Education Assistance Plan	Self-Insured	PPG Industries, Inc.	Group Benefits Plan booklet for Hourly Employees of PPG Industries, Inc. (Cleveland)	Education Assistance
Adoption Assistance	Self-Insured	PPG Industries, Inc.	Group Benefits Plan booklet for Hourly Employees of PPG Industries, Inc. (Cleveland)	Adoption Assistance
Vision Care Benefits Plan	Fully Insured	Davis Vision (Groups 0153801 and 0153802)	Group Benefits Plan booklet for Hourly Employees of PPG Industries, Inc. (Cleveland)	Vision

			Certificate of Coverage	
Health Care and Dependent Care Flexible Spending Account	Self-Insured	WageWorks	Group Benefits Plan booklet for Hourly Employees of PPG Industries, Inc. (Cleveland) Articles V, VI and VII of the PPG Industries, Inc. Cafeteria Plan	Flexible Spending
PPG Industries, Inc. Group Benefits Plan—Delaware, OH, Plan Number 541				
Component Plan	Funding	Insurer or Administrator	Incorporated Documents	Benefit
Preferred Provider Organization Plan	Self-Insured	Highmark Blue Cross Blue Shield	Group Benefits Plan booklet for Hourly Employees of PPG Industries, Inc. (Delaware, OH)	Medical
Retiree Health Reimbursement Account <i>(for employees hired o/a 2/25/07)</i>	Self-Insured	WageWorks, Inc.	Group Benefits Plan for Hourly Employees of PPG Industries, Inc. (Delaware, OH) SPD	Medical
Dental Plan	Self-Insured	Metropolitan	Group Benefits Plan for Hourly Employees of PPG Industries, Inc. (Delaware, OH) SPD	Dental
Prescription Drug Plan	Self-Insured	Caremark, Inc.	Group Benefits Plan for Hourly Employees of PPG Industries, Inc. (Delaware, OH) SPD	Prescription Drug
Health Care and Dependent Care Flexible Spending Account	Self-Insured	WageWorks	Group Benefits Plan booklet for Hourly Employees of PPG Industries, Inc. (Delaware, OH) Articles V, VI and VII of the PPG Industries, Inc. Cafeteria Plan	Flexible Spending
Accident and Sickness Benefit Plan	Self-Insured	PPG Industries, Inc.	Group Benefits Plan for Hourly Employees of PPG Industries, Inc. (Delaware, OH) SPD	Disability Income (Short-Term)
Emergency Squad Accidental Death and Dismemberment Insurance	Fully Insured	The Hartford <i>(Policy ETB-200939)</i>	Group Benefits Plan for Hourly Employees of PPG Industries, Inc. (Delaware, OH) SPD Certificate of Coverage	Accident Insurance
Seat Belt Insurance Plan	Fully Insured	The Hartford <i>(Policy S06751)</i>	Group Benefits Plan for Hourly Employees of PPG Industries, Inc.	Accident Insurance

			(Delaware, OH) SPD	
			Certificate of Coverage	
Adoption Assistance	Self-Insured	PPG Industries, Inc.	Group Benefits Plan for Hourly Employees of PPG Industries, Inc. (Delaware, OH) SPD	Adoption Assistance
PPG Industries, Inc. Group Benefits Plan—Springdale PA, Plan Number 542				
Component Plan	Funding	Insurer or Administrator	Incorporated Documents	Benefit
Preferred Provider Organization Plan	Self-Insured	Highmark Blue Cross Blue Shield	Group Benefits Plan booklet for Hourly Employees of PPG Industries, Inc. (Springdale, PA)	Medical
HealthFund	Self-Insured	Aetna	Group Benefits Plan booklet for Hourly Employees of PPG Industries, Inc. (Springdale, PA) PPG Industries, Inc. Aetna HealthFund SPD	Medical
Health Maintenance Organization	Self-Insured	HealthAmerica of Western PA	Group Benefits Plan booklet for Hourly Employees of PPG Industries, Inc. (Springdale, PA) PPG Industries, Inc. HMO Plan SPD	Medical/Prescription Drugs
Retiree Health Reimbursement Account <i>(for employees hired o/a 6/30/08)</i>	Self-Insured	WageWorks, Inc.	Group Benefits Plan booklet for Hourly Employees of PPG Industries, Inc. (Springdale, PA)	Medical
Dental Plan	Self-Insured	Metropolitan	Group Benefits Plan booklet for Hourly Employees of PPG Industries, Inc. (Springdale, PA)	Dental
Prescription Drug Plan	Self-Insured	Caremark, Inc.	Group Benefits Plan booklet for Hourly Employees of PPG Industries, Inc. (Springdale, PA)	Prescription Drug
Health Care and Dependent Care Flexible Spending Account	Self-Insured	WageWorks	Group Benefits Plan booklet for Hourly Employees of PPG Industries, Inc. (Springdale, PA) Articles V, VI and VII of the PPG Industries, Inc. Cafeteria Plan	Flexible Spending
Accident and Sickness Benefit	Self-Insured	PPG Industries, Inc.	Group Benefits Plan booklet for Hourly	Disability Income

Plan			Employees of PPG Industries, Inc. (Springdale, PA)	(Short-Term)
Basic Long Term Disability Insurance Plan <i>(for employees hired o/a 6/30/08)</i>	Fully Insured	Hartford Life Group Insurance Company <i>(Policy #83175016)</i>	Group Benefits Plan booklet for Hourly Employees of PPG Industries, Inc. (Barberton, OH) Hartford Certificate of Coverage	Disability Income (Long-Term)
Emergency Squad Accidental Death and Dismemberment Insurance	Fully Insured	The Hartford <i>(Policy ETB-200939)</i>	Group Benefits Plan booklet for Hourly Employees of PPG Industries, Inc. (Springdale, PA) Certificate of Coverage	Accident Insurance
Seat Belt Insurance Plan	Fully Insured	The Hartford <i>(Policy S06751)</i>	Group Benefits Plan booklet for Hourly Employees of PPG Industries, Inc. (Springdale, PA) Certificate of Coverage	Accident Insurance
PPG Industries, Inc. Group Benefits Plan—Circleville, OH, Plan Number 543				
Component Plan	Funding	Insurer or Administrator	Incorporated Documents	Benefit
Preferred Provider Organization Plan	Self-Insured	Highmark Blue Cross Blue Shield	Group Benefits Plan booklet for Hourly Employees of PPG Industries, Inc. (Circleville, OH)	Medical
HealthFund	Self-Insured	Aetna	Group Benefits Plan booklet for Hourly Employees of PPG Industries, Inc. (Circleville, OH) PPG Industries, Inc. Aetna HealthFund SPD	Medical
Retiree Health Reimbursement Account <i>(for employees hired o/a 11/1/04)</i>	Self-Insured	WageWorks, Inc.	Group Benefits Plan for Hourly Employees of PPG Industries, Inc. (Circleville, Ohio) SPD	Medical
Dental Plan	Self-Insured	Metropolitan	Group Benefits Plan for Hourly Employees of PPG Industries, Inc. (Circleville, Ohio) SPD	Dental
Prescription Drug Plan	Self-Insured	Caremark, Inc.	Group Benefits Plan for Hourly Employees of PPG Industries, Inc. (Circleville, Ohio) SPD	Prescription Drug

Accident and Sickness Benefit Plan	Self-Insured	PPG Industries, Inc.	Group Benefits Plan for Hourly Employees of PPG Industries, Inc. (Circleville, Ohio) SPD	Accident and Sickness
Emergency Squad Accidental Death and Dismemberment Insurance	Fully Insured	The Hartford (Policy ETB-200939)	Group Benefits Plan for Hourly Employees of PPG Industries, Inc. (Circleville, Ohio) SPD Certificate of Coverage	Accident Insurance
Adoption Assistance	Self-Insured	PPG Industries, Inc.	Group Benefits Plan for Hourly Employees of PPG Industries, Inc. (Circleville, Ohio) SPD	Adoption Assistance
Seat Belt Insurance Plan	Fully Insured	The Hartford (Policy S06751)	Group Benefits Plan for Hourly Employees of PPG Industries, Inc. (Circleville, Ohio) SPD Certificate of Coverage	Accident Insurance
PPG Industries, Inc. Group Benefits Plan—Oak Creek, WI, Plan Number 544				
Component Plan	Funding	Insurer or Administrator	Incorporated Documents	Benefit
Preferred Provider Organization Plan	Self-Insured	Highmark Blue Cross Blue Shield	Group Benefits Plan booklet for Hourly Employees of PPG Industries, Inc. (Oak Creek, WI)	
HealthFund	Self-Insured	Aetna	Group Benefits Plan booklet for Hourly Employees of PPG Industries, Inc. (Circleville, OH) PPG Industries, Inc. Aetna HealthFund SPD	Medical
Retiree Health Reimbursement Account (for employees hired o/a 10/22/07)	Self-Insured	WageWorks, Inc.	Group Benefits Plan for Hourly Employees of PPG Industries, Inc. (Oak Creek, WI) SPD	Medical
Dental Plan	Self-Insured	Metropolitan	Group Benefits Plan for Hourly Employees of PPG Industries, Inc. (Oak Creek, WI) SPD	Dental
Prescription Drug Plan	Self-Insured	Caremark, Inc.	Group Benefits Plan for Hourly Employees of PPG Industries, Inc. (Oak Creek, WI) SPD	Prescription Drug
Accident and Sickness Benefit Plan	Self-Insured	PPG Industries, Inc.	Group Benefits Plan for Hourly Employees of PPG Industries, Inc. (Oak	Disability Income (Short-Term)

			Creek, WI) SPD	
Basic Long Term Disability Insurance Plan (for employees hired o/a 10/22/07)	Fully Insured	Hartford Life Group Insurance Company (Policy #83175016)	Group Benefits Plan booklet for Hourly Employees of PPG Industries, Inc. (Barberton, OH) Hartford Certificate of Coverage	Disability Income (Long-Term)
Emergency Squad Accidental Death and Dismemberment Insurance	Fully Insured	The Hartford (Policy ETB-200939)	Group Benefits Plan for Hourly Employees of PPG Industries, Inc. (Oak Creek, WI) SPD Certificate of Coverage	Accident Insurance
Adoption Assistance	Self-Insured	PPG Industries, Inc.	Group Benefits Plan for Hourly Employees of PPG Industries, Inc. (Oak Creek, WI) SPD	Adoption Assistance
Seat Belt Insurance Plan	Fully Insured	The Hartford (Policy S06751)	Group Benefits Plan for Hourly Employees of PPG Industries, Inc. (Oak Creek, WI) SPD Certificate of Coverage	Accident Insurance
PPG Industries, Inc. Group Benefits Plan—East Point, GA, Plan Number 545				
Component Plan	Funding	Insurer or Administrator	Incorporated Documents	Benefit
Preferred Provider Organization Plan	Self-Insured	Highmark Blue Cross Blue Shield	Group Benefits Plan booklet for Hourly Employees of PPG Industries, Inc. (East Point, GA)	Medical
HealthFund	Self-Insured	Aetna	Group Benefits Plan booklet for Hourly Employees of PPG Industries, Inc. (East Point, GA) PPG Industries, Inc. Aetna HealthFund SPD	Medical
Retiree Health Reimbursement Account (for employees hired o/a 12/1/07)	Self-Insured	WageWorks, Inc.	Group Benefits Plan for Hourly Employees of PPG Industries, Inc. (East Point, GA) SPD	Medical
Dental Plan	Self-Insured	Metropolitan	Group Benefits Plan for Hourly Employees of PPG Industries, Inc. (East Point, GA) SPD	Dental
Prescription Drug Plan	Self-Insured	Caremark, Inc.	Group Benefits Plan for Hourly	Prescription Drug

			Employees of PPG Industries, Inc. (East Point, GA) SPD	
Accident and Sickness Benefit Plan	Fully Insured	Life Insurance Company of NA (Policy LK-100004)	Group Benefits Plan for Hourly Employees of PPG Industries, Inc. (East Point, GA) SPD	Disability Income (Short-Term)
Basic Long Term Disability Insurance Plan (for employees hired o/a 12/1/07)	Fully Insured	Hartford Life Group Insurance Company (Policy #83175016)	Group Benefits Plan booklet for Hourly Employees of PPG Industries, Inc. (East Point, GA) Hartford Certificate of Coverage	Disability Income (Long-Term)
Emergency Squad Accidental Death and Dismemberment Insurance	Fully Insured	The Hartford (Policy ETB-200939)	Group Benefits Plan for Hourly Employees of PPG Industries, Inc. (East Point, GA) SPD Certificate of Coverage	Accident Insurance
Seat Belt Insurance Plan	Fully Insured	The Hartford (Policy S06751)	Group Benefits Plan for Hourly Employees of PPG Industries, Inc. (East Point, GA) SPD Certificate of Coverage	Accident Insurance
Vision Care Benefits Plan	Fully Insured	Davis Vision (Groups 0153801 and 0153802)	Group Benefits Plan booklet for Hourly Employees of PPG Industries, Inc. (East Point, GA) Certificate of Coverage	Vision
Health Care and Dependent Care Flexible Spending Account	Self-Insured	WageWorks	Group Benefits Plan booklet for Hourly Employees of PPG Industries, Inc. (East Point, GA) Articles V, VI and VII of the PPG Industries, Inc. Cafeteria Plan	Flexible Spending
PPG Industries, Inc. Group Benefits Plan, Plan Number 546				
Component Plan	Funding	Insurer or Administrator	Incorporated Documents	Benefit
Preferred Provider Organization Plan	Self-Insured	Highmark Blue Cross Blue Shield	Group Benefits Plan booklet for Hourly Employees of PPG Industries, Inc. (BDNA Non-Union Hourly)	Medical
PPG Industries, Inc. Employee Welfare Plan--Salaried Employees, Plan Number 547				
Component Plan	Funding	Insurer or	Incorporated Documents	Benefit

Administrator				
Preferred Provider Organization (PPO) – U.S. except Hawaii	Self-Insured	Highmark	PPG Industries, Inc. Benefit Plan SPD applicable to employees in the CORE, Matrix, and Foundation benefit plans employees	Medical
Preferred Provider Organization (PPO) – Hawaii	Self-Insured	CIGNA	PPG Industries, Inc. Benefit Plan SPD applicable to employees in the CORE, Matrix, and Foundation benefit plans	Medical
Preferred Provider Organization (PPO) – Int'l.	Self-Insured	Aetna International	PPG Industries, Inc. Benefit Plan SPD applicable to employees in the CORE benefit plan PPG Industries, Inc. Aetna International SPD	Medical/Prescription Drug
HealthFund	Self-Insured	Aetna	PPG Industries, Inc. Benefit Plan SPD applicable to employees in the CORE, Matrix, Foundation and Zenith benefit plans	Medical
Health Maintenance Organization	Self-Insured	HealthAmerica of Western PA	PPG Industries, Inc. Benefit Plan SPD applicable to employees in the CORE benefit plan PPG Industries, Inc. HMO Plan SPD	Medical (Prescription drug for HealthAmerica and Keystone)
Health Maintenance Organization	Fully-Insured	Blue Choice HMO (GA6656) Kaiser of Northern CA (28998) Kaiser of Southern CA (228221) HealthSpan of Ohio (2864) Triple S (SP0000534)	PPG Industries, Inc. Benefit Plan SPD applicable to employees in the CORE benefit plan HMO Group Policy/Agreement	Medical/Prescription Drug
Prescription Drug Plan	Self-Insured	Caremark, Inc.	PPG Industries, Inc. Benefit Plan SPD applicable to employees in the CORE, Matrix, Foundation and Zenith benefit plans	Prescription Drug
Dental Plan	Self-Insured	Metropolitan Life	PPG Industries, Inc. Benefit Plan SPD	Dental

		Insurance Company	applicable to employees in the CORE, Matrix, Foundation and Zenith benefit plans	
Health Care and Dependent Care Flexible Spending Account	Self-Insured	WageWorks	PPG Industries, Inc. Benefit Plan SPD applicable to employees in the CORE, Matrix, Foundation and Zenith benefit plans Articles V, VI and VII of the PPG Industries, Inc. Cafeteria Plan	Flexible Spending
Voluntary Accidental Death and Dismemberment Plan	Fully Insured	Hartford Life Group Insurance Company (Policy #SR-68050215)	PPG Industries, Inc. Benefit Plan SPD applicable to employees in the CORE, Matrix, Foundation and Zenith benefit plans Hartford Certificate of Coverage	Accident Insurance
Seatbelt Wearer's Accidental Death Insurance Plan	Fully Insured	Hartford Life Group Insurance Company (Policy #SR-83074553)	PPG Industries, Inc. Benefit Plan SPD applicable to employees in the CORE, Matrix, Foundation and Zenith benefit plans Hartford Certificate of Coverage	Accident Insurance
Business Travel Accident Insurance Plan	Fully Insured	Hartford Life Group Insurance Company (Policy #SR-83091376)	PPG Industries, Inc. Benefit Plan SPD applicable to employees in the CORE, Matrix, Foundation and Zenith benefit plans Hartford Certificate of Coverage	Accident Insurance
Company Death Benefit Plan	Self-Insured	PPG Industries, Inc.	PPG Industries, Inc. Benefit Plan SPD applicable to employees in the CORE and Matrix benefit plans	Death Benefit
Salary Continuance Plan	Self-Insured	PPG Industries, Inc.	PPG Industries, Inc. Benefit Plan SPD applicable to employees in the CORE, Matrix, Foundation and Zenith benefit plans	Disability Income (Short-Term)
Basic Long Term Disability Insurance Plan	Partially Insured/Partially Self-Insured	Hartford Life Group Insurance Company (Policy #SR-83086892)	PPG Industries, Inc. Benefit Plan SPD applicable to employees in the CORE, Matrix, and Zenith benefit plans Hartford Certificate of Coverage	Disability Income (Long-Term)
Supplemental Long Term Disability Insurance Plan	Fully Insured	Harford Group Life Insurance Company (Policy #SR-83089646)	PPG Industries, Inc. Benefit Plan SPD applicable to employees in the CORE, Matrix, and Zenith benefit plans Hartford Certificate of Coverage	Disability Income (Long-Term)

Employee Education Assistance Plan	Self-Insured	PPG Industries, Inc.	PPG Industries, Inc. Benefit Plan SPD applicable to employees in the CORE, Matrix, Foundation and Zenith benefit plans	Education Assistance
Employee Assistance Plan	Fully Insured	Magellan and some regional EAPs	PPG Industries, Inc. Benefit Plan SPD applicable to employees in the CORE, Matrix, Foundation and Zenith benefit plans	Employee Assistance
Salaried Severance Plan	Self-Insured	PPG Industries, Inc.	PPG Industries, Inc. Benefit Plan SPD applicable to employees in the CORE, Matrix, and Foundation benefit plans	Severance
Vision Care Benefits Plan	Fully Insured	Davis Vision (Groups 0153801 and 0153802)	PPG Industries, Inc. Benefit Plan SPD applicable to employees in the CORE, Matrix, Foundation and Zenith benefit plans Davis Vision Certificate of Coverage	Vision
PPG Industries, Inc. Group Benefits Plan—Henryetta, OK, Plan Number 552				
Component Plan	Funding	Insurer or Administrator	Incorporated Documents	Benefit
Indemnity Plan	Self-Insured	Highmark Blue Cross Blue Shield	Group Benefits Plan booklet for Hourly Employees of PPG Industries, Inc. (Henryetta, OK)	Medical
PPG Industries, Inc. Group Benefits Plan—Clarksburg, WV, Plan Number 553				
Component Plan	Funding	Insurer or Administrator	Incorporated Documents	Benefit
Indemnity Plan	Self-Insured	Highmark Blue Cross Blue Shield	Group Benefits Plan booklet for Hourly Employees of PPG Industries, Inc. (Clarksburg, WV)	Medical
PPG Industries, Inc. Severance Pay Plan—Lake Charles, LA, Plan Number 560				
Component Plan	Funding	Insurer or Administrator	Incorporated Documents	Benefit
Severance Pay Plan #16	Self-Insured	Highmark Blue Cross Blue Shield	Severance Pay Plan Policy	Severance Plan
PPG Industries, Inc. Group Benefits Plan—Louisville, KY, Plan Number 563				
Component Plan	Funding	Insurer or Administrator	Incorporated Documents	Benefit
Preferred Provider Organization Plan	Self-Insured	Highmark Blue Cross Blue Shield	Group Benefits Plan booklet for Hourly Employees of PPG Industries, Inc.	Medical

			(Louisville, KY)	
HealthFund	Self-Insured	Aetna	Group Benefits Plan booklet for Hourly Employees of PPG Industries, Inc. (Louisville, KY) PPG Industries, Inc. Aetna HealthFund SPD	Medical
Dental Plan	Self-Insured	Metropolitan	Group Benefits Plan for Hourly Employees of PPG Industries, Inc. (Louisville, KY) SPD	Dental
Prescription Drug Plan	Self-Insured	Caremark, Inc.	Group Benefits Plan for Hourly Employees of PPG Industries, Inc. (Louisville, KY) SPD	Prescription Drug
Health Care and Dependent Care Flexible Spending Account	Self-Insured	WageWorks	Group Benefits Plan for Hourly Employees of PPG Industries, Inc. (Louisville, KY) SPD Articles V, VI and VII of the PPG Industries, Inc. Cafeteria Plan	Flexible Spending
Accident and Sickness Benefit Plan	Fully Insured	Life Insurance Company of NA (Policy LK-100004)	Group Benefits Plan for Hourly Employees of PPG Industries, Inc. (Louisville, KY) SPD	Disability Income (Short-Term)
Basic Long Term Disability Insurance Plan (for employees hired o/a 10/8/06)	Fully Insured	Hartford Life Group Insurance Company (Policy #83175016)	Group Benefits Plan booklet for Hourly Employees of PPG Industries, Inc. (Louisville, KY) Hartford Certificate of Coverage	Disability Income (Long-Term)
Emergency Squad Accidental Death and Dismemberment Insurance	Fully Insured	The Hartford (Policy ETB-200939)	Group Benefits Plan for Hourly Employees of PPG Industries, Inc. (Louisville, KY) SPD Certificate of Coverage	Accident Insurance
Seat Belt Insurance Plan	Fully Insured	The Hartford (Policy S06751)	Group Benefits Plan for Hourly Employees of PPG Industries, Inc. (Louisville, KY) SPD Certificate of Coverage	Accident Insurance
PPG Industries, Inc. Group Benefits Plan—Chester, SC, Plan Number 571				
Component Plan	Funding	Insurer or	Incorporated Documents	Benefit

Administrator				
Preferred Provider Organization	Self-Insured	Highmark	Group Benefits Plan booklet for Hourly Employees of PPG Industries, Inc. (Fiber Glass)	Medical
HealthFund	Self-Insured	Aetna	Group Benefits Plan booklet for Hourly Employees of PPG Industries, Inc. (Fiber Glass) PPG Industries, Inc. Aetna HealthFund SPD	Medical
Prescription Drug Plan	Self-Insured	Caremark, Inc.	Group Benefits Plan booklet for Hourly Employees of PPG Industries, Inc. (Fiber Glass)	Prescription Drug
Dental Plan	Self-Insured	Metropolitan Life Insurance Company	Group Benefits Plan booklet for Hourly Employees of PPG Industries, Inc. (Fiber Glass)	Dental
Voluntary Accidental Death and Dismemberment Plan	Fully Insured	Hartford Life Group Insurance Company (Policy #SR-68050215)	Group Benefits Plan booklet for Hourly Employees of PPG Industries, Inc. (Fiber Glass) Hartford Certificate of Coverage	Accident Insurance
Seatbelt Wearer's Accidental Death Insurance Plan	Fully Insured	Hartford Life Group Insurance Company (Policy #SR-83074553)	Group Benefits Plan booklet for Hourly Employees of PPG Industries, Inc. (Fiber Glass) Hartford Certificate of Coverage	Accident Insurance
Business Travel Accident Insurance Plan	Fully Insured	Hartford Life Group Insurance Company (Policy #SR-83091376)	Group Benefits Plan booklet for Hourly Employees of PPG Industries, Inc. (Fiber Glass) Hartford Certificate of Coverage	Accident Insurance
Accident and Sickness Plan	Fully Insured	The Hartford (Policy 83174145)	Group Benefits Plan booklet for Hourly Employees of PPG Industries, Inc. (Fiber Glass)	Disability Income (Short-Term)
Basic Long Term Disability Insurance Plan	Fully Insured	Hartford Life Group Insurance Company (Policy #83175016)	Group Benefits Plan booklet for Hourly Employees of PPG Industries, Inc. (Fiber Glass) Hartford Certificate of Coverage	Disability Income (Long-Term)
Supplemental Long Term	Fully Insured	Harford Group Life	Group Benefits Plan booklet for Hourly	Disability Income

Disability Insurance Plan		Insurance Company (Policy #83178160)	Employees of PPG Industries, Inc. (Fiber Glass) Hartford Certificate of Coverage	(Long-Term)
Employee Education Assistance Plan	Self-Insured	PPG Industries, Inc.	Group Benefits Plan booklet for Hourly Employees of PPG Industries, Inc. (Fiber Glass)	Education Assistance
Adoption Assistance	Self-Insured	PPG Industries, Inc.	Group Benefits Plan booklet for Hourly Employees of PPG Industries, Inc. (Fiber Glass)	Adoption Assistance
Vision Care Benefits Plan	Fully Insured	Davis Vision (Groups 0153801 and 0153802)	Group Benefits Plan booklet for Hourly Employees of PPG Industries, Inc. (Fiber Glass) Certificate of Coverage	Vision
Health Care and Dependent Care Flexible Spending Account	Self-Insured	WageWorks	Group Benefits Plan for Hourly Employees of PPG Industries, Inc. (Fiber Glass) Articles V, VI and VII of the PPG Industries, Inc. Cafeteria Plan	Flexible Spending
PPG Industries, Inc. Retiree Medical Plan, Plan Number 576				
Component Plan	Funding	Insurer or Administrator	Incorporated Documents	Benefit
Preferred Provider Organization Plan for Non-Medicare eligible participants	Self-Insured	Highmark Blue Cross Blue Shield (Group #15340)	PPG Industries, Inc. Retiree Health Care Plan SPD	Medical
FreedomBlue Preferred Provider Organization for Medicare-eligible participants	Fully Insured	Highmark Blue Cross Blue Shield (Group #178385)	PPG Industries, Inc. Retiree Health Care Plan SPD FreedomBlue Evidence of Coverage	Medical
Non-Sponsored Medical Reimbursement Plan	Self-Insured	N/A	PPG Industries, Inc. Retiree Health Care Plan SPD	Medical
Prescription Drug Plan for Non-Medicare eligible participants	Self-Insured	CVS Caremark	PPG Industries, Inc. Retiree Health Care Plan SPD	Prescription Drug
Prescription Drug Plan for Medicare-eligible participants	Partially Insured/Partially Self-Insured	SilverScript	PPG Industries, Inc. Retiree Health Care Plan SPD	Prescription Drug

			SilverScript Evidence of Coverage	
PPG Industries, Inc. Employee Life and Other Benefits Plan, Plan Number 579				
Component Plan	Funding	Insurer or Administrator	Incorporated Documents	Benefit
Basic Life Insurance Plan	Fully Insured	Life Insurance Company of North America (Policy #980019)	PPG Industries, Inc. Benefit Plan SPD LINA Certificate of Coverage	Life Insurance
Basic Accidental Death and Dismemberment Plan	Fully Insured	Life Insurance Company of North America (Policy #OK980046)	PPG Industries, Inc. Benefit Plan SPD applicable to employees in the CORE, Matrix, Foundation and Zenith benefit plans LINA Certificate of Coverage	Accident Insurance
PPG Industries, Inc. Group Universal Life Insurance Plan, Plan Number 580				
Component Plan	Funding	Insurer or Administrator	Incorporated Documents	Benefit
Group Universal Life Insurance Plan	Fully Insured	Metropolitan Life Insurance Company (Insurer) (Contract Number 92281-g) Mercer (Administrator)	PPG Industries, Inc. Benefit Plan SPD applicable to CORE, Matrix, Foundation, Zenith, Fiber Glass and Cleveland Employees Metropolitan Certificate of Coverage	Life Insurance
PPG Industries, Inc. Group Benefits Plan—Lake Charles, LA, Plan Number 586				
Component Plan	Funding	Insurer or Administrator	Incorporated Documents	Benefit
Lake Charles Medical Clinic	Self-Insured	Highmark Blue Cross Blue Shield	Medical Clinic SPD	Medical
				Benefit
				Medical
PPG Industries, Inc. Severance Pay Plan—Chicago, IL, Plan Number 588				
Component Plan	Funding	Insurer or Administrator	Incorporated Documents	Benefit
Preferred Provider Organization	Self-Insured	Highmark Blue Cross Blue Shield	Group Benefits Plan booklet for Hourly Employees of PPG Industries, Inc. (Chicago, IL)	Medical
HealthFund	Self-Insured	Aetna	Group Benefits Plan booklet for Hourly Employees of PPG Industries, Inc. (Chicago, IL)	Medical

			PPG Industries, Inc. Aetna HealthFund SPD	
Dental Plan	Self-Insured	Metropolitan	Group Benefits Plan for Hourly Employees of PPG Industries, Inc. (Chicago, IL) SPD	Dental
Prescription Drug Plan	Self-Insured	Caremark, Inc.	Group Benefits Plan for Hourly Employees of PPG Industries, Inc. (Chicago, IL) SPD	Prescription Drug
Health Care and Dependent Care Flexible Spending Account	Self-Insured	WageWorks	Group Benefits Plan for Hourly Employees of PPG Industries, Inc. (Chicago, IL) SPD Articles V, VI and VII of the PPG Industries, Inc. Cafeteria Plan	Flexible Spending
Seat Belt Insurance Plan	Fully Insured	The Hartford (Policy S06751)	Group Benefits Plan for Hourly Employees of PPG Industries, Inc. (Chicago, IL) SPD Certificate of Coverage	Accident Insurance
Vision Care Benefits Plan	Fully Insured	Davis Vision (Groups 0153801 and 0153802)	Group Benefits Plan for Hourly Employees of PPG Industries, Inc. (Chicago, IL) SPD Davis Vision Certificate of Coverage	Vision
PPG Industries, Inc. Group Benefits Plan—Reading, PA Plan Number 589				
Component Plan	Funding	Insurer or Administrator	Incorporated Documents	Benefit
Preferred Provider Organization Plan	Self-Insured	Highmark Blue Cross Blue Shield	Group Benefits Plan booklet for Hourly Employees of PPG Industries, Inc. (Reading, PA)	Medical
Dental Plan	Self-Insured	Metropolitan	Group Benefits Plan for Hourly Employees of PPG Industries, Inc. (Reading, PA) SPD	Dental
Prescription Drug Plan	Self-Insured	Caremark, Inc.	Group Benefits Plan for Hourly Employees of PPG Industries, Inc. (Reading, PA) SPD	Prescription Drug
Health Care and Dependent Care Flexible Spending Account	Self-Insured	WageWorks	Group Benefits Plan for Hourly Employees of PPG Industries, Inc.	Flexible Spending

			(Reading, PA) SPD	
			Articles V, VI and VII of the PPG Industries, Inc. Cafeteria Plan	
Accident and Sickness Benefit Plan	Fully Insured	Life Insurance Company of NA (Policy LK-100004)	Group Benefits Plan for Hourly Employees of PPG Industries, Inc. (Reading, PA) SPD	Disability Income (Short-Term)
Seat Belt Insurance Plan	Fully Insured	The Hartford (Policy S06751)	Group Benefits Plan for Hourly Employees of PPG Industries, Inc. (Reading, PA) SPD	Accident Insurance
			Certificate of Coverage	
Vision Care Benefits Plan	Fully Insured	Davis Vision (Groups 0153801 and 0153802)	Group Benefits Plan for Hourly Employees of PPG Industries, Inc. (Reading, PA) SPD	Vision
			Davis Vision Certificate of Coverage	
PPG Industries, Inc. Group Benefits Plan—Southern CA, Plan Number 590				
Component Plan	Funding	Insurer or Administrator	Incorporated Documents	Benefit
Health Maintenance Organization	Fully-Insured	Kaiser of Southern CA (Group 228221)	Group Benefits Plan for Hourly Employees of PPG Industries, Inc. (Branch Store Bargaining) SPD	Medical/Prescription Drug
			HMO Group Policy/Agreement	
Dental Plan	Self-Insured	Metropolitan	Group Benefits Plan for Hourly Employees of PPG Industries, Inc. (Branch Store Bargaining) SPD	Dental
Seat Belt Insurance Plan	Fully Insured	The Hartford (Policy S06751)	Group Benefits Plan for Hourly Employees of PPG Industries, Inc. (Branch Store Bargaining) SPD	Accident Insurance
			Certificate of Coverage	
Vision Care Benefits Plan	Fully Insured	Davis Vision (Groups 0153801 and 0153802)	Group Benefits Plan for Hourly Employees of PPG Industries, Inc. (Branch Store Bargaining) SPD	Vision
			Davis Vision Certificate of Coverage	

EXHIBIT F



Planet Depos®
We Make It *Happen™*

Transcript of Karen Rathburn, Corporate Designee

Date: August 11, 2020

Case: Bellon, et al. -v- The PPG Employee Life and Other Benefits Plan, et al.

Planet Depos

Phone: 888.433.3767

Email: transcripts@planetdepos.com

www.planetdepos.com

Transcript of Karen Rathburn, Corporate Designee

1 (1 to 4)

Conducted on August 11, 2020

1	1	1	3
1	IN THE UNITED STATES DISTRICT COURT	1	A P P E A R A N C E S
2	FOR THE NORTHERN DISTRICT OF WEST VIRGINIA	2	MAUREEN DAVIDSON-WELLING, ESQUIRE
3	-----x	3	mdw@stembercohn.com
4	CHARLES W. BELLON, ROBERT : Case No.	4	STEMBER COHN & DAVIDSON-WELLING, LLC
5	E. EAKIN, JUDY GAY BURKE, : 5:18-cv-00114	5	The Hartley Rose Building
6	LOUISE NICHOLS, WILTON G. :	6	425 First Avenue, 7th Floor
7	WALLACE, BERNADOT F. VEILLON,:	7	Pittsburgh, Pennsylvania 15219
8	BARBARA BROWN, and ROBERT E. :	8	(412) 338-1445
9	(Caption continued on next page.)	9	
10		10	MICHAEL A. ADAMS, ESQUIRE
11	Deposition of PPG INDUSTRIES, INC., by and through	11	michael.adams@lewisbrisbois.com
12	its corporate designee, KAREN RATHBURN	12	LEWIS BRISBOIS BISGAARD & SMITH LLP
13	Conducted Virtually	13	3054 Pennsylvania Avenue
14	Tuesday, August 11, 2020	14	Weirton, West Virginia 26062
15	1:51 p.m. EST	15	(304) 491-4728
16		16	
17		17	ON BEHALF OF DEFENDANTS:
18	Job No.: PB310128A	18	JOSEPH J. TORRES, ESQUIRE
19	Pages: 1 - 113	19	jtorres@jenner.com
20	Reported by: Pamela L. Beck	20	JENNER & BLOCK
21		21	353 N. Clark Street
22		22	Chicago, Illinois 60654-3456
23		23	(312) 222-9350
24		24	
2	2	4	4
1	(Caption continued from previous page.)	1	A P P E A R A N C E S C O N T I N U E D
2	-----x	2	ON BEHALF OF DEFENDANTS:
3	WILLIAMS, on behalf of :	3	LINDSAY GAINER, ESQUIRE
4	themselves and others :	4	LITTLER MENDELSON, P.C.
5	similarly situated, :	5	707 Virginia Street East
6	Plaintiffs, :	6	Suite 1010
7	v. :	7	Charleston, West Virginia 25301
8	THE PPG EMPLOYEE LIFE AND :	8	(304) 599-4600
9	OTHER BENEFITS PLAN, PPG :	9	
10	INDUSTRIES INC., and THE PPG :	10	ALSO PRESENT:
11	PLAN ADMINISTRATOR, :	11	ENRIQUE CASAS, AV Technician
12	Defendants. :	12	
13		13	
14		14	
15	Deposition of PPG INDUSTRIES, INC., by and	15	
16	through its corporate designee, KAREN RATHBURN,	16	
17	Conducted Virtually:	17	
18		18	
19		19	
20		20	
21	Pursuant to Notice, before Pamela L. Beck,	21	
22	Court Reporter and Notary Public in and for the	22	
23	Commonwealth of Pennsylvania.	23	
24		24	

PLANET DEPOS

888.433.3767 | WWW.PLANETDEPOS.COM

Transcript of Karen Rathburn, Corporate Designee

2 (5 to 8)

Conducted on August 11, 2020

<p style="text-align: right;">5</p> <p>1 C O N T E N T S</p> <p>2 EXAMINATION OF KAREN RATHBURN PAGE</p> <p>3 By Ms. Davidson-Welling 6</p> <p>4</p> <p>5 E X H I B I T S</p> <p>6 (Attached to transcript)</p> <p>7 K. RATHBURN DEPOSITION EXHIBIT PAGE</p> <p>8 Exhibit 1 Plaintiff's Amended Notice 10</p> <p>9 of Deposition</p> <p>10 Exhibit 2 Sal Ret Life Insurance Amounts 19</p> <p>11 Exhibit 3 First Amendment to the 24</p> <p>12 Employee Matters Agreement</p> <p>13 Exhibit 4 Bates PPG005248 - 250 25</p> <p>14 Exhibit 5 Employee Matters Agreement 84</p> <p>15</p> <p>16</p> <p>17</p> <p>18</p> <p>19</p> <p>20</p> <p>21</p> <p>22</p> <p>23</p> <p>24</p>	<p style="text-align: right;">7</p> <p>1 A Karen P. Rathburn.</p> <p>2 Q And who is your current employer?</p> <p>3 A PPG Industries.</p> <p>4 Q Now, if I refer to PPG Industries,</p> <p>5 Incorporated in this deposition as PPG, is that</p> <p>6 okay?</p> <p>7 A Yes.</p> <p>8 Q If I refer to the PPG Employee Life and</p> <p>9 Other Benefits Plan, Plan No. 579 and its</p> <p>10 predecessor plans and providing retiree life</p> <p>11 insurance to salaried PPG employees and former</p> <p>12 employees as the PPG Plan, is that okay?</p> <p>13 A Yes.</p> <p>14 Q If I refer to PPG's sale of the commodity</p> <p>15 chemicals operations to Georgia Gulf Corporation as</p> <p>16 the Axial transaction, is that okay?</p> <p>17 A Yes.</p> <p>18 Q Are you presently the plan administrator</p> <p>19 for the PPG Plan?</p> <p>20 A Yes.</p> <p>21 Q And how long have you served as plan</p> <p>22 administrator?</p> <p>23 A Since 2011.</p> <p>24 Q Ms. Rathburn, I know you went through a</p>
<p style="text-align: right;">6</p> <p>1 P R O C E E D I N G S</p> <p>2 REPORTER: Will counsel please stipulate</p> <p>3 that in lieu of formally swearing in the witness,</p> <p>4 the reporter will instead ask the witness to</p> <p>5 acknowledge that their testimony will be true under</p> <p>6 the penalties of perjury, that counsel will not</p> <p>7 object to the admissibility of the transcript based</p> <p>8 on proceeding in this way, and that the witness has</p> <p>9 verified that she is, in fact, KAREN RATHBURN.</p> <p>10 ALL COUNSEL: I agree.</p> <p>11 THE WITNESS: I agree.</p> <p>12 REPORTER: Ms. Rathburn, do you hereby</p> <p>13 acknowledge that your testimony will be true under</p> <p>14 the penalties of perjury?</p> <p>15 THE WITNESS: I do.</p> <p>16 KAREN RATHBURN,</p> <p>17 the witness herein, was examined and</p> <p>18 testified under penalty of perjury as follows:</p> <p>19 EXAMINATION</p> <p>20 BY MS. DAVIDSON-WELLING:</p> <p>21 Q Good afternoon, Ms. Rathburn.</p> <p>22 A Good afternoon.</p> <p>23 Q Ms. Rathburn, would you please state your</p> <p>24 full name for the record.</p>	<p style="text-align: right;">8</p> <p>1 deposition this morning, so I will try to keep this</p> <p>2 brief, but I'm just going to go through a few more</p> <p>3 sort of rules of the road kinds of questions very</p> <p>4 quickly. Okay?</p> <p>5 A Okay.</p> <p>6 Q Will you tell me if you don't understand</p> <p>7 my question?</p> <p>8 A Yes.</p> <p>9 Q Will you tell me if you find my question</p> <p>10 to be confusing? Did you hear my question?</p> <p>11 A Yes. I responded yes.</p> <p>12 Q Oh, okay. I did not hear that. Thank</p> <p>13 you for answering again. Will you tell me if I have</p> <p>14 assumed an incorrect fact in a question?</p> <p>15 A Yes.</p> <p>16 Q Will you tell me if you don't know the</p> <p>17 answer to a question?</p> <p>18 A Yes.</p> <p>19 Q Are you aware that your testimony today</p> <p>20 is about a lawsuit involving a PPG Plan?</p> <p>21 A Yes.</p> <p>22 Q Do you understand that the answers that</p> <p>23 you provide today to questions may be used in court?</p> <p>24 A Yes.</p>

PLANET DEPOS

888.433.3767 | WWW.PLANETDEPOS.COM

Conducted on August 11, 2020

<p>17</p> <p>1 A Yes.</p> <p>2 Q Do you have any personal experience that</p> <p>3 provides the basis for you to testify here today</p> <p>4 with respect to that topic?</p> <p>5 MR. TORRES: Hold on a second. If you're</p> <p>6 going to start asking her about her personal</p> <p>7 involvement, then I'm going to object as it's beyond</p> <p>8 the scope of this, and you had a full morning to ask</p> <p>9 her questions about her personal involvement.</p> <p>10 So, we're not going to sort of reopen</p> <p>11 this whole personal deposition through some backdoor</p> <p>12 attempt. So, with that said, go ahead and answer</p> <p>13 the question, Karen.</p> <p>14 A So, we came up with a list of individuals</p> <p>15 in March of 2012 originally, and then we refined the</p> <p>16 listing throughout the time frame through July of</p> <p>17 2012. After that, we had additional discussions</p> <p>18 between PPG and Georgia Gulf, which then led up to</p> <p>19 the January amendment that we made to the EMA in</p> <p>20 January of 2013.</p> <p>21 And then discussions continued about</p> <p>22 people that should be included or not included, and</p> <p>23 then we got to a final listing in August of 2013.</p> <p>24 Q How many PPG retirees were transferred</p>	<p>19</p> <p>1 AV TECHNICIAN: Okay, 30(b)(6), I have</p> <p>2 Exhibit 2, I have it here. Is that correct?</p> <p>3 MS. DAVIDSON-WELLING: I think so. It</p> <p>4 begins PPG2420 is the first Bates stamp.</p> <p>5 BY MS. DAVIDSON-WELLING:</p> <p>6 Q Ms. Rathburn, would you please take a</p> <p>7 look at the exhibit that's just been put in front of</p> <p>8 you, which I would ask to have marked as 30(b)(6)</p> <p>9 Exhibit 2.</p> <p>10 AV TECHNICIAN: Got it.</p> <p>11 (Exhibit 2 was marked for</p> <p>12 identification.)</p> <p>13 Q And if you would like Mr. Casas to scroll</p> <p>14 down, let him know.</p> <p>15 THE WITNESS: Okay, go ahead, Mr. Casas.</p> <p>16 Okay.</p> <p>17 Q Have you had a chance to review the</p> <p>18 document that's in front of you?</p> <p>19 A Yes.</p> <p>20 Q Do you recognize the document that's in</p> <p>21 30(b)(6) Exhibit 2?</p> <p>22 A Yes.</p> <p>23 Q Okay. And what is this exhibit?</p> <p>24 A It's an exhibit of retirees with life</p>
<p>18</p> <p>1 from PPG's Welfare Plan, or from the PPG Plan to</p> <p>2 Axiall Corporation's benefit plans as part of the</p> <p>3 Axiall transaction?</p> <p>4 A I don't know the exact number, but we did</p> <p>5 provide that.</p> <p>6 Q Do you have a -- I'm sorry, I cut you</p> <p>7 off.</p> <p>8 A I'm sorry, I don't know the exact number.</p> <p>9 Q Do you have a ballpark?</p> <p>10 A No -- ballpark, about 1200.</p> <p>11 Q Of those who were transferred,</p> <p>12 approximately how many were retired from salaried</p> <p>13 employees?</p> <p>14 A Again, I don't know that information off</p> <p>15 the top of my head.</p> <p>16 Q Do you have a ballpark number for that?</p> <p>17 A I don't.</p> <p>18 MR. TORRES: I'm going to object, just</p> <p>19 because I think it's beyond the scope of your</p> <p>20 notice. But go ahead and answer, Karen.</p> <p>21 A I don't.</p> <p>22 MS. DAVIDSON-WELLING: Mr. Casas, would</p> <p>23 you please bring up -- I think this would be the</p> <p>24 30(b)(6) Exhibit 2. It starts with PPG2420.</p>	<p>20</p> <p>1 insurance amounts, and whether or not they would</p> <p>2 have had -- and whether they were salaried or</p> <p>3 hourly, and whether or not they had an SIB election</p> <p>4 or not.</p> <p>5 Q Is this a list of the nonunion salaried</p> <p>6 retirees who were transferred from the PPG Plan to</p> <p>7 the Axiall Benefit Plan?</p> <p>8 A Yes, and surviving spouses.</p> <p>9 Q And surviving spouses, okay. Were you</p> <p>10 involved in the preparation of this list?</p> <p>11 A Yes.</p> <p>12 Q I think you mentioned the list reflects</p> <p>13 the amount of life insurance that each nonunion</p> <p>14 retired salaried employee was eligible for when</p> <p>15 covered by the PPG Plan, is that right?</p> <p>16 A Yes.</p> <p>17 Q I noticed that there are, as you</p> <p>18 mentioned, surviving spouses who are also on the</p> <p>19 list, correct?</p> <p>20 A Yes.</p> <p>21 Q Why does the spreadsheet list N/A next to</p> <p>22 the surviving spouses who were transferred in the</p> <p>23 basic life coverage amount?</p> <p>24 A Because they've already been paid their</p>

Conducted on August 11, 2020

<p>25</p> <p>1 THE WITNESS: Okay, go ahead.</p> <p>2 Q Ms. Rathburn, do you recognize the email</p> <p>3 chain that is in this exhibit?</p> <p>4 A Yes.</p> <p>5 MS. DAVIDSON-WELLING: Mr. Casas, I would</p> <p>6 like to have this deposition marked as 30(b)(6)</p> <p>7 Exhibit 4.</p> <p>8 AV TECHNICIAN: Got it.</p> <p>9 (Exhibit 4 was marked for</p> <p>10 identification.)</p> <p>11 BY MS. DAVIDSON-WELLING:</p> <p>12 Q Did you receive a copy of the email chain</p> <p>13 that's in 30(b)(6) Exhibit 4?</p> <p>14 A Is that a question to me?</p> <p>15 Q Yes, it is.</p> <p>16 A Did I receive a copy of this?</p> <p>17 Q Yes.</p> <p>18 A Of this email chain?</p> <p>19 Q Yes.</p> <p>20 A Yes.</p> <p>21 Q And this email chain is from August 2013,</p> <p>22 correct?</p> <p>23 A Yes.</p> <p>24 Q Now, why were there additional changes to</p>	<p>27</p> <p>1 especially when we had a different system, it might</p> <p>2 have been more difficult. But we did our best to</p> <p>3 identify people that were associated with the</p> <p>4 business.</p> <p>5 Q What steps did PPG take to try to</p> <p>6 identify and select the retirees to be transferred</p> <p>7 to Axiall?</p> <p>8 A We looked at records, payroll records, we</p> <p>9 looked at the H&R system, we talked to people. If</p> <p>10 it was unclear on a particular person, we looked at</p> <p>11 our health and welfare system. We also looked at</p> <p>12 records that would have shown, you know, the</p> <p>13 location that the person worked at. So, any and all</p> <p>14 records were looked at for individuals.</p> <p>15 Q Is it fair to say that there was no</p> <p>16 single set of records that answered the question</p> <p>17 whether a retiree was associated with the commodity</p> <p>18 chemicals business?</p> <p>19 A Correct.</p> <p>20 Q Were there some spouses of retirees</p> <p>21 associated with the commodity chemicals business who</p> <p>22 were not transferred to Axiall?</p> <p>23 A Our goal was to try to identify everybody</p> <p>24 that had worked in the business, and if it was a</p>
<p>26</p> <p>1 the list of individuals being transferred from PPG</p> <p>2 to Axiall in August of 2013?</p> <p>3 A We were trying to identify everybody that</p> <p>4 was associated with the business, and so we were</p> <p>5 working individually to identify people that should</p> <p>6 belong and people that should not belong.</p> <p>7 Q And who was in charge of that effort to</p> <p>8 identify individuals to be transferred?</p> <p>9 MR. TORRES: Object to the form of the</p> <p>10 question. Go ahead and answer if you can.</p> <p>11 A We as a benefits team worked together on</p> <p>12 it.</p> <p>13 Q Is that the benefits team that you</p> <p>14 managed?</p> <p>15 A Yes.</p> <p>16 Q Did PPG have difficulties in identifying</p> <p>17 individuals who were associated with the commodity</p> <p>18 chemicals business?</p> <p>19 MR. TORRES: Object to the form of the</p> <p>20 question. Go ahead and answer if you can.</p> <p>21 A So, for some people it was obvious, and</p> <p>22 maybe they retired more recently, so their</p> <p>23 information was known. For others that maybe had</p> <p>24 retired or left the company in earlier days and</p>	<p>28</p> <p>1 surviving spouse, to move that person over. Again,</p> <p>2 we had records to support those things, and</p> <p>3 sometimes the records didn't have enough</p> <p>4 information.</p> <p>5 Q I think I'm asking a slightly different</p> <p>6 question, which is: At the end of the day after the</p> <p>7 list was final, was it still the case that there</p> <p>8 were some spouses of retirees associated with the</p> <p>9 commodity chemicals business who were not</p> <p>10 transferred to Axiall?</p> <p>11 A Not to our knowledge.</p> <p>12 Q If you scroll up in this email, the</p> <p>13 second page -- do you see there's an email on the</p> <p>14 second page of this 30(b)(6) Exhibit 4 to you? Do</p> <p>15 you see that email?</p> <p>16 A I do.</p> <p>17 Q It's written by a gentleman named Michael</p> <p>18 Smith. Do you see that?</p> <p>19 A Yes.</p> <p>20 Q Do you see that Mr. Smith wrote to you</p> <p>21 about deferred surviving spouses who were not listed</p> <p>22 on Exhibit B?</p> <p>23 A I see that.</p> <p>24 Q Was he asking for confirmation from you</p>

Conducted on August 11, 2020

<p style="text-align: right;">33</p> <p>1 quite irrelevant whether she has any personal 2 knowledge, unless you're trying to ask her questions 3 that should have been asked in the morning. 4 BY MS. DAVIDSON-WELLING: 5 Q You can answer. 6 MR. TORRES: I'll let her answer this 7 time, but at some point we're going to get away from 8 this, what her personal knowledge is, because she's 9 not appearing in her capacity as personal knowledge. 10 So, unless you can explain to me the relevance of 11 whether she has personal knowledge, we're not going 12 to go through 20 more topics and cover this topic 13 every time. 14 MS. DAVIDSON-WELLING: We're entitled to 15 find out what the foundation of the testimony is. 16 So, that is all that this is intended to do, and we 17 are perfectly within our rights to do that. 18 MR. TORRES: Well, you're actually not. 19 I can bring someone off the street and prepare them 20 to answer your questions, it doesn't matter whether 21 their knowledge is personal or otherwise. 22 MS. DAVIDSON-WELLING: I don't think 23 that's the issue, but the question is whether they 24 have foundation of knowledge.</p>	<p style="text-align: right;">35</p> <p>1 Q With respect to the Axiall transaction, 2 was PPG required to transfer retirees to satisfy 3 Reverse Morris Trust requirements? 4 A No. 5 Q Was PPG required to transfer OPAC 6 liabilities for the transaction to satisfy Reverse 7 Morris Trust requirements? 8 A It wasn't a requirement, but it was a 9 consequence, because of the fact that Axiall took on 10 the liabilities of the business, which included OPAC 11 liabilities. 12 Q PPG could have accomplished the sale of 13 the commodity chemicals business through a Reverse 14 Morris Trust without transferring retirees and OPAC 15 liabilities, correct? 16 A The Reverse Morris Trust, because they 17 were taking on the liabilities of the business, it 18 included the liabilities that were associated with 19 OPAC. So, those were liabilities that they were 20 picking up because they were picking up liabilities 21 of the business. 22 Q I think you answered a different question 23 than I asked. PPG could have accomplished the sale 24 of the commodity chemicals business through a</p>
<p style="text-align: right;">34</p> <p>1 MR. TORRES: It doesn't matter whether 2 they have a foundation. As long as they're prepared 3 to testify, it doesn't matter how they got the 4 information. So, we're not going to do this for 5 every one of these. We're just wasting time. But 6 go ahead and answer the question if you can, Karen. 7 A So, while a transfer of retirees wasn't 8 required under the Reverse Morris Trust, it was a 9 consequence because Axiall took on the liabilities 10 of the business. So, you know, originally we had an 11 original response, but we were advised that that 12 statement was incorrect, so we amended it and 13 modified our response. 14 Q Let me ask a different question. What 15 have you done to make sure that you're able to 16 testify all of the information known to PPG about 17 topic 5? 18 A We had conversations to discuss the 19 question and to ensure that I was prepared to be 20 able to respond to it. 21 Q Did you have discussions with anyone 22 other than Mr. Adams, Mr. Jett or Mr. Torres about 23 that? 24 A No.</p>	<p style="text-align: right;">36</p> <p>1 Reverse Morris Trust without transferring OPAC 2 liabilities, correct? 3 MR. TORRES: It's hypothetical, but go 4 ahead and answer if you can. Do you understand the 5 question, Karen? 6 THE WITNESS: I do. 7 A Well, could you repeat the question, 8 please, if you would. 9 Q PPG could have sold the commodity 10 chemicals business and satisfied the requirements of 11 a Reverse Morris Trust transaction without 12 transferring the liabilities, correct? 13 A The answer is yes, they could have, but 14 that's not what the parties agreed to. The parties 15 agreed that they would take on the liabilities of 16 the business, which included OPAC liabilities. 17 MR. TORRES: Maureen, you're starting to 18 break up again when you're asking your questions. 19 MS. DAVIDSON-WELLING: Well, that's not 20 good. Okay, I will try to stay a little bit closer 21 to the microphone, which will hopefully solve this 22 problem. If it doesn't, please let me know. 23 MR. TORRES: I'm also going to need to 24 break in a couple of minutes to return a call.</p>

Conducted on August 11, 2020

<p>41</p> <p>1 Q But sitting here today, it sounds like</p> <p>2 you don't recall which ones you looked at</p> <p>3 specifically?</p> <p>4 A The ones that are going to be most</p> <p>5 relevant are going to be the ones that are closest</p> <p>6 to the time frame in which the Axiall deal was</p> <p>7 concluded, so that would have been the one that I</p> <p>8 would have looked at.</p> <p>9 Q And which one would that have been, what</p> <p>10 year?</p> <p>11 A 2011.</p> <p>12 Q So, you looked at the 2011 SPD?</p> <p>13 A If that's the specific date on that, yes.</p> <p>14 Q When you testified that you spoke with</p> <p>15 various individuals to prepare to give testimony on</p> <p>16 topic 12, did you speak with anyone other than</p> <p>17 Mr. Torres, Mr. Jett and Mr. Adams?</p> <p>18 A I would not have spoken with Mr. Jett</p> <p>19 about this topic.</p> <p>20 Q Okay. So, you didn't speak with Mr. Jett</p> <p>21 about this?</p> <p>22 A I did not speak with Mr. Jett.</p> <p>23 Q Other than looking at the 2011 SPDs and</p> <p>24 speaking with Mr. Adams and Mr. Torres, did you do</p>	<p>43</p> <p>1 MR. TORRES: It's been asked and</p> <p>2 answered. But go ahead and answer it again.</p> <p>3 A So, retirees and active employees are</p> <p>4 aware that PPG had reserved the right to amend,</p> <p>5 modify or terminate the Plan. It's in all of our</p> <p>6 summary plan descriptions since we inserted that</p> <p>7 language. And it was also conveyed to employees and</p> <p>8 retirees throughout the years on various occasions.</p> <p>9 Q At any time prior to the Axiall</p> <p>10 transaction, did the PPG Plan expressly state that</p> <p>11 eligible PPG retirees could be transferred to</p> <p>12 another company?</p> <p>13 MR. TORRES: It's been asked and</p> <p>14 answered. Go ahead and answer it again.</p> <p>15 A Again, PPG reserves the right to amend,</p> <p>16 modify or terminate the Plans as they see fit.</p> <p>17 Q Does the PPG Plan ever -- did it ever,</p> <p>18 prior to the Axiall transaction, make reference to</p> <p>19 transferring employees or retirees?</p> <p>20 MR. TORRES: Same objection, it's been</p> <p>21 asked and answered. Go ahead and answer it again.</p> <p>22 A Again, we reserve the right to modify,</p> <p>23 amend, terminate the Plan, so that was always --</p> <p>24 that language has been present in summary plan</p>
<p>42</p> <p>1 anything else to prepare to give testimony on topic</p> <p>2 12?</p> <p>3 A No.</p> <p>4 Q What is PPG's position on whether the PPG</p> <p>5 Plan authorized removal and transfer of groups of</p> <p>6 retirees out of the PPG Plan in January of 2013?</p> <p>7 A So, the Plan didn't -- there was no</p> <p>8 requirement for any authorization, because the Plan</p> <p>9 did not prohibit or limit in any way PPG's actions</p> <p>10 with respect to transferring these obligations. So,</p> <p>11 we weren't subject to any restrictions.</p> <p>12 Q At any time prior to the Axiall</p> <p>13 transaction, did the PPG Plan expressly provide that</p> <p>14 groups of PPG retirees could be removed from the PPG</p> <p>15 Plan?</p> <p>16 A PPG reserved the right to amend, modify</p> <p>17 or terminate the Plan in any way, shape or form</p> <p>18 after particular dates, which we had discussed</p> <p>19 previously.</p> <p>20 Q I think I'm asking a slightly different</p> <p>21 question. At any time prior to the Axiall</p> <p>22 transaction, did the PPG Plan expressly provide that</p> <p>23 groups of PPG retirees could be removed from the PPG</p> <p>24 Plan?</p>	<p>44</p> <p>1 descriptions for many, many years.</p> <p>2 Q At the time of the Axiall transaction,</p> <p>3 did the PPG Plan provide that PPG would provide</p> <p>4 eligible retirees with their benefits?</p> <p>5 MR. TORRES: I'm sorry, can you read that</p> <p>6 back or restate it.</p> <p>7 Q Sure. At the time of the Axiall</p> <p>8 transaction, did the PPG Plan provide that PPG would</p> <p>9 provide eligible retirees with their benefits?</p> <p>10 A About which population are we speaking?</p> <p>11 Q Salaried retirees in the PPG Plan.</p> <p>12 A Salaried retirees of PPG who were</p> <p>13 remaining with PPG or who were transferring to</p> <p>14 Axiall?</p> <p>15 Q The question was about what the PPG Plan</p> <p>16 stated.</p> <p>17 MR. TORRES: Well, it's vague as to time,</p> <p>18 then.</p> <p>19 Q At the time of the Axiall transaction,</p> <p>20 did the PPG Plan provide that PPG would provide</p> <p>21 eligible retirees with their benefits?</p> <p>22 MR. TORRES: It's still vague as to time.</p> <p>23 As the time of the transaction could encompass a</p> <p>24 fairly large period of time, including after the</p>

Conducted on August 11, 2020

<p style="text-align: right;">45</p> <p>1 transaction. So, I think that's the problem with 2 the question. But go ahead and answer if you can. 3 A I'm not certain who we're referring to, 4 if we're referring to those who were transferring to 5 Axiall. Could you help me understand the population 6 that we're discussing, please. 7 Q At the time of the Axiall transaction, 8 did the PPG Plan provide with respect to life 9 insurance, retiree life insurance that PPG would 10 provide eligible retirees with their benefits? 11 MR. TORRES: It's the same -- it's vague 12 as to time. I don't mean to keep saying that, but 13 at the time of the transaction is vague. Go ahead 14 and answer if you can. 15 A Again, I'm not clear based upon your 16 question if we were referring to those who are 17 transferring to the Georgia Gulf entity. Could you 18 help me to define the -- to which set of retirees 19 are we referring? 20 Q It's not a question about the retirees. 21 It's just a question about what the Plan stated. 22 MR. TORRES: Again, your question is 23 vague as to time. What the Plan said before the 24 transaction and after the transaction are two</p>	<p style="text-align: right;">47</p> <p>1 when the Axiall transaction took place, correct? 2 A That's correct. 3 Q Let me ask you about a different topic. 4 You've been designated with respect to topic No. 13 5 concerning PPG's position as to whether the SIB is a 6 pension benefit plan, is that correct? 7 A Yes. 8 Q What have you done to make sure that 9 you're able to testify to all of the information 10 known to PPG concerning topic 13? 11 A Again, prepared with the legal team. 12 Q Did you review any documents as part of 13 that preparation to testify on topic 13? 14 A No. 15 Q Other than Mr. Adams, Mr. Jett and 16 Mr. Torres, did you speak to anybody else? 17 A Not Mr. Jett. 18 Q Sorry? 19 A Not Mr. Jett. 20 MR. TORRES: Just so we're clear, I think 21 she testified some time ago that the only topics she 22 conferred with Mr. Jett on is topic 5, or take 23 information from, it's just topic 5. 24 MS. DAVIDSON-WELLING: Okay.</p>
<p style="text-align: right;">46</p> <p>1 different things. So, I think it's fair to clarify 2 what point in time as opposed to at the time of the 3 transaction, which could be before or after the 4 transaction was consummated. 5 MS. DAVIDSON-WELLING: Okay. 6 BY MS. DAVIDSON-WELLING: 7 Q So, the Axiall transaction, would you 8 agree that -- the Axiall transaction, when did that 9 take place? 10 A The closing was in January 2013. 11 Q Prior to that, in 2013, during that 12 period, did the PPG Plan provide that PPG would 13 provide eligible retirees with their benefits? 14 A For those retirees who were participants 15 in the PPG Plan and who had eligibility for retiree 16 life insurance, PPG provided benefits to them up 17 until the date of closing, at which time those who 18 were transferred to the Axiall business, their 19 responsibility, the liabilities transferred to 20 Axiall at which time they became responsible for 21 providing the benefit, we helped them 22 transitionally, but at that point, that's when it 23 changed over. 24 Q The terms of the PPG Plan did not change</p>	<p style="text-align: right;">48</p> <p>1 Q What does SIB stand for? 2 A Survivor income benefit. 3 Q Is that SIB benefit also referred to as 4 the RAL/SSB? 5 A Yes. 6 Q And what does RAL/SSB stand for? 7 A The RAL is escaping me at this moment in 8 time. The SSB is surviving spouse benefit. The RAL 9 is just escaping me right at this moment. I can't 10 think of what it is. 11 Q Does retired employee life insurance 12 sound right? 13 A There you go. 14 Q Are you familiar with the SIB benefits? 15 A Yes. 16 Q What is the RAL/SSB retiree life 17 insurance benefit offered by the PPG Plan? 18 A It's a death benefit, which by definition 19 makes it a welfare plan benefit that was provided to 20 a group of salaried people prior to a certain date 21 that provided that they would have a combination of 22 a life insurance benefit after their passing, a 23 partial lump sum, and then an ongoing benefit for 24 the surviving spouse.</p>

Conducted on August 11, 2020

<p>49</p> <p>1 Q Does the RAL/SSB provide retirement 2 income to surviving spouses of deceased retired 3 former employees of PPG?</p> <p>4 A To some.</p> <p>5 Q To those who were eligible and elected 6 that benefit at retirement?</p> <p>7 A That's correct.</p> <p>8 Q Does the RAL/SSB provide a set monthly 9 payment to surviving spouses?</p> <p>10 A Yes.</p> <p>11 Q And that set monthly payment is 12 calculated based on the monthly pension benefit?</p> <p>13 A Yes, the development of the formula, 14 which calculated this welfare plan benefit, was 15 aligned with a pension, the amount of the pension.</p> <p>16 Q The RAL/SSB you said is a percentage of 17 the pension benefit, correct?</p> <p>18 MR. TORRES: Could you read that back, 19 Pam. I lost track of that.</p> <p>20 (The record was read back by the 21 Reporter.)</p> <p>22 A That's correct.</p> <p>23 Q You mentioned that the RAL/SSB is a death 24 benefit?</p>	<p>51</p> <p>1 Q What is the factual basis for PPG's 2 position that SIB is not a pension benefit plan?</p> <p>3 MR. TORRES: I'm going to object because 4 it's asked and answered. She's not able to 5 testify -- I'm sorry, to the extent it calls for a 6 legal conclusion, I object to the question. To the 7 extent you're asking her about facts, it's been 8 asked and answered. But go ahead and answer it 9 again.</p> <p>10 A So, by definition, a death benefit is a 11 welfare plan benefit, and that's what it is. And 12 because it is a death benefit, when we file our 13 5500s, we do it with respect to the fact that it's a 14 welfare plan benefit.</p> <p>15 Q Any other factual bases for PPG's 16 position?</p> <p>17 A No.</p> <p>18 MR. TORRES: Off the record for a second.</p> <p>19 MS. DAVIDSON-WELLING: Sure.</p> <p>20 (There was a discussion off the record.)</p> <p>21 Q Ms. Rathburn, before the break, I was 22 asking you about the RAL/SSB or SIB benefits. Do 23 you recall that?</p> <p>24 A Yes.</p>
<p>50</p> <p>1 A Yes.</p> <p>2 Q Well, let me ask you -- strike that. 3 What is PPG's position as to whether the 4 RAL/SSB, otherwise known as the SIB, is a pension 5 benefit plan as defined by ERISA?</p> <p>6 MR. TORRES: It's asked and answered, but 7 go ahead and answer it again.</p> <p>8 A It is not a pension benefit. It is a 9 welfare plan benefit because it's a death benefit, 10 which by definition falls under a welfare plan 11 benefit.</p> <p>12 Q What do you understand a death benefit to 13 be?</p> <p>14 MR. TORRES: I'm going to just object to 15 the extent it calls for a legal conclusion, but 16 obviously go ahead and answer if you can.</p> <p>17 A It was a benefit that was paid upon the 18 death of the retiree because it was a life 19 insurance.</p> <p>20 Q Any other reasons why you think it was a 21 death benefit, or any other things that are part of 22 your understanding of a death benefit?</p> <p>23 A Well, because you have to be dead to get 24 it, to receive your benefits.</p>	<p>52</p> <p>1 Q When did the PPG Plan begin offering the 2 SIB benefits as part of its life insurance program?</p> <p>3 A I don't know the actual date.</p> <p>4 Q Do you know what decade?</p> <p>5 A No.</p> <p>6 Q Do you know if it was before 1978?</p> <p>7 A No.</p> <p>8 Q No, it was not, or no, you don't know?</p> <p>9 A No, I do not know.</p> <p>10 Q Turning to topics 14, Ms. Rathburn. You 11 were also designated by PPG to testify as to the 12 value of the OPAC liabilities transferred to Georgia 13 Gulf Corporation and Axiall through the Axiall 14 transaction, and the amount of such liabilities 15 resulting from provision of retiree life insurance, 16 is that correct?</p> <p>17 A That's correct.</p> <p>18 Q What have you done to make sure that 19 you're able to testify regarding the information 20 known to PPG on this topic?</p> <p>21 A I looked at some information with regard 22 to what Mercer had provided.</p> <p>23 Q Anything else?</p> <p>24 A Spoke with counsel.</p>

Conducted on August 11, 2020

<p style="text-align: right;">61</p> <p>1 communicate regarding whether OPAC liabilities were 2 vested because both entities understood that welfare 3 benefits could not be vested, is that right? 4 A I can tell you that I know that welfare 5 plan benefits are not vested benefits. It was not a 6 topic of discussion that we had with them. I cannot 7 get into their mind. I do not know what their 8 thoughts would be, but it was not a topic of 9 discussion. 10 Q Did PPG tell Georgia Gulf that the OPAC 11 liabilities could be reduced or eliminated 12 post-transfer? 13 A No, we never made any representations to 14 them about anything. What we discussed with them is 15 how we administered the Plan and what our Plan 16 provisions were. And that was up to them to make 17 any decisions that they were going to make. 18 Q Did PPG tell Georgia Gulf that it would 19 be up to them whether to keep the benefits going 20 forward? 21 A We explained how we administered the 22 Plan, and, you know, they had our summary plan 23 descriptions, they could look at our summary plan 24 descriptions. We provided all that to them. So,</p>	<p style="text-align: right;">63</p> <p>1 that would have ever happened, so yes. 2 Q When you say you were present at the vast 3 majority of meetings that ever happened, what time 4 period are you referring to? 5 A It would have been sometime in that time 6 frame. My recollection is it started somewhere 7 after announcement and ended long after closing. 8 Q So, sometime around July of 2012 until 9 after -- until at least mid-2013, is that fair? 10 A At least, and it was probably longer than 11 that as well, because we had other projects that we 12 were still working on with them. 13 Q Other than -- did you speak to anyone 14 else in preparation for giving testimony on topic 15 16? 16 A Yes, I spoke with counsel. 17 Q Other than speaking with counsel, did you 18 do anything else to prepare to give testimony on 19 topic 16? 20 A No. 21 Q Were the counsel that you spoke with 22 Mr. Torres and Mr. Adams? 23 A That's correct. 24 Q And no other counsel, correct?</p>
<p style="text-align: right;">62</p> <p>1 again, that was their decision to make, and we 2 wouldn't have weighed in on that, because we knew 3 that that was their business and not ours. 4 Q Did PPG tell Georgia Gulf that PPG 5 believed that the decision was up to Georgia Gulf 6 whether to keep the benefits post-transfer? 7 A It wasn't a topic of discussion. 8 Q You've also been designated with respect 9 to topic 16 in the 30(b)(6) Deposition Notice, which 10 is on representations made by Georgia Gulf 11 Corporation to PPG concerning the ability to pay 12 retiree benefits, or continuation of retiree benefit 13 plans post-transfer, including after any agreed-upon 14 transition period, is that correct? 15 A That's correct. 16 Q What have you done to make sure that you 17 are able to testify as to all of the information 18 known to PPG regarding topic 16 in the Deposition 19 Notice? 20 A I was part of the transition as we're 21 talking about our roles and how we administer the 22 plans. I was part of that team that worked with the 23 Georgia Gulf team to discuss a variety of topics. 24 So, I was present at the vast majority of meetings</p>	<p style="text-align: right;">64</p> <p>1 A Correct. 2 Q Did counsel provide you with any facts as 3 part of that preparation to give testimony on topic 4 16? 5 MR. TORRES: Just to be clear, Karen, 6 it's okay to discuss a topic that was identified 7 without getting into what specifically was discussed 8 with counsel, if that helps. 9 A We would have talked about the -- we 10 would have talked about the knowledge with respect 11 to this particular point, 16. 12 Q Did counsel provide you with any facts to 13 use as part of your testimony on topic 16? 14 A There aren't -- I mean, there are no 15 facts, there are no facts with respect to 16 representations. 17 Q So, counsel did not provide you with any 18 facts as part of the preparations to give testimony 19 on topic 16, correct? 20 MR. TORRES: Your question misstates her 21 prior testimony. But go ahead and answer if you 22 can, Karen. 23 A I mean, I had personal knowledge. 24 Q Let me ask it this way: Ms. Rathburn,</p>

Conducted on August 11, 2020

<p style="text-align: right;">69</p> <p>1 prior to that date.</p> <p>2 Q And I think you had mentioned some</p> <p>3 language and suggested it would be helpful to</p> <p>4 actually look at the Employee Matters Agreement,</p> <p>5 right?</p> <p>6 A With respect to -- I mean, if you wanted</p> <p>7 to look at the specific language, yes.</p> <p>8 MS. DAVIDSON-WELLING: Mr. Casas, have</p> <p>9 you received a copy of the Employee Matters</p> <p>10 Agreement? Do you have that exhibit that you could</p> <p>11 pull up?</p> <p>12 AV TECHNICIAN: I do have it, counsel,</p> <p>13 yes, the First Amendment Employee Matters Agreement.</p> <p>14 MS. DAVIDSON-WELLING: No, it's not the</p> <p>15 First Amendment. It was one that was just sent to</p> <p>16 you I think.</p> <p>17 AV TECHNICIAN: Okay, give me one second,</p> <p>18 please.</p> <p>19 BY MS. DAVIDSON-WELLING:</p> <p>20 Q Ms. Rathburn, rather than have you sit,</p> <p>21 we can move on, and we'll come back to that in a</p> <p>22 little bit. Does that work for you?</p> <p>23 A Sure.</p> <p>24 Q So, with respect to topic 17, you have</p>	<p style="text-align: right;">71</p> <p>1 also, you know, obviously items had to be gathered</p> <p>2 when putting together discovery.</p> <p>3 Q So, it sounds to me like you're saying</p> <p>4 that your earlier testimony was not clear, and that</p> <p>5 part of your testimony was based on a review of</p> <p>6 documents, is that right?</p> <p>7 A Well, or the lack of documents. So, in</p> <p>8 the discovery, as you know, we provided documents in</p> <p>9 discovery for this particular case. We looked to</p> <p>10 see and gather documents and searched through email</p> <p>11 and all of the discoverable items as we were -- as</p> <p>12 we should have and did, and didn't come up with</p> <p>13 anything that showed any representations. So,</p> <p>14 there's the absence of them because they didn't --</p> <p>15 none were discovered, none were found to have</p> <p>16 existed.</p> <p>17 Q Before you go any further, let me ask</p> <p>18 you: Which topics does what you're talking about</p> <p>19 apply to? Are you saying that there was an absence</p> <p>20 of documents with respect to -- to which topic are</p> <p>21 you referring to?</p> <p>22 A So, I'm talking about representations --</p> <p>23 when you were talking about the items that talk</p> <p>24 about representations, both in 15 and 16. And</p>
<p style="text-align: right;">70</p> <p>1 also been designated on behalf of PPG to testify</p> <p>2 concerning any agreements between Georgia Gulf and</p> <p>3 PPG related to the continuation and/or termination</p> <p>4 of retiree life and retiree medical benefit plans or</p> <p>5 OPAC liabilities, correct?</p> <p>6 A That's correct.</p> <p>7 Q What have you done to make sure that you</p> <p>8 are able to testify as to all of the information</p> <p>9 known to PPG on topic 17?</p> <p>10 A And I should have been more clear, and I</p> <p>11 apologize that I wasn't on the other parts of this,</p> <p>12 that, you know, when we prepare, not only -- you</p> <p>13 know, we obviously provided discovery documents to</p> <p>14 you all in response to questions. So, we prepare</p> <p>15 with the lawyers, but there were discovery documents</p> <p>16 or things that we were looking for and did not find</p> <p>17 with any of the topics we've been talking about with</p> <p>18 respect to representations, anything in the</p> <p>19 discovery that would have shown any representations</p> <p>20 by Georgia Gulf or by PPG with respect to retiree</p> <p>21 benefits.</p> <p>22 So, I just wanted to make sure that I --</p> <p>23 I apologize, I wasn't really as clear as I could</p> <p>24 have been on that. So, we talked to counsel, but</p>	<p style="text-align: right;">72</p> <p>1 obviously the other part too is that when we would</p> <p>2 have been starting the transition, we would have</p> <p>3 been made aware if there had been any</p> <p>4 representations or any agreements as we were working</p> <p>5 through that.</p> <p>6 And we were never advised that there were</p> <p>7 representations and never advised that there were</p> <p>8 any agreements between PPG and Georgia Gulf with</p> <p>9 respect to retiree benefits.</p> <p>10 Q Are there protocols that PPG has on</p> <p>11 what -- written protocols on what information is</p> <p>12 passed along after a merger is signed?</p> <p>13 MR. TORRES: Did you say protocols?</p> <p>14 MS. DAVIDSON-WELLING: Yeah.</p> <p>15 A I don't understand your question.</p> <p>16 Q I think you just testified that you</p> <p>17 believe that if there had been some sort of</p> <p>18 agreements on -- well, I'm not exactly sure which</p> <p>19 topic you're referring to, that that information</p> <p>20 would have been provided to you.</p> <p>21 And I'm asking you, is there -- you know,</p> <p>22 what is the basis for that? Is there something in</p> <p>23 writing that would support that?</p> <p>24 A There was nothing in writing that talked</p>

Conducted on August 11, 2020

<p style="text-align: right;">101</p> <p>1 negotiating team as part of preparing to testify on 2 topic 19? 3 MR. TORRES: I'm going to object to the 4 form of the question, because it assumes facts as to 5 what she is or isn't required to do with respect to 6 this, and it also misstates her prior testimony. 7 But go ahead and answer it again. 8 A So, again, in preparation for this, I met 9 with counsel, we talked about documents that were 10 provided with respect to the discovery. And there 11 were no documents that talked about any 12 representations with respect to question 19. 13 Q Is that a no, you didn't speak to anyone 14 on the negotiating team? 15 MR. TORRES: Same objection to the 16 question, it's also argumentative. Go ahead and 17 answer it again. 18 A No. 19 Q Did PPG represent to Georgia Gulf 20 Corporation that the entire PPG Plan was a welfare 21 plan within the meaning of ERISA? 22 MR. TORRES: Objection to the extent it 23 calls for a legal conclusion. Go ahead and answer 24 if you can.</p>	<p style="text-align: right;">103</p> <p>1 MR. TORRES: Topic 22 you said? 2 MS. DAVIDSON-WELLING: Topic 22. 3 Q Ms. Rathburn, you were designated to 4 testify on behalf of PPG for topic 22 concerning 5 post-transaction communications between Georgia Gulf 6 Corporation, Axiall and PPG specifically with 7 respect to Axiall's termination of retiree life 8 insurance and changes in retiree medical benefits, 9 correct? 10 A Correct. 11 Q Okay. What did you do to make sure that 12 you had all of the information to testify on this 13 topic? 14 A Again, spoke with counsel, Mr. Adams, 15 Mr. Torres, and also, again, there was a discussion 16 about documents that were provided in discovery that 17 would have come about in discovery. And there were 18 none, documents to be found, because there was no 19 communication between PG and Georgia Gulf, Axiall at 20 that point in time regarding the termination of 21 retiree life insurance. 22 We learned about it after Axiall had made 23 its decision to terminate the benefits, and we were 24 notified by participants.</p>
<p style="text-align: right;">102</p> <p>1 A Which entire PPG Plan? 2 Q The life insurance plan that we defined 3 as the PPG Plan at the beginning of this deposition. 4 MR. TORRES: You just said plans, 5 multiple, not singular. 6 MS. DAVIDSON-WELLING: My apologies. Let 7 me reask it then. 8 Q Did PPG represent to Georgia Gulf 9 Corporation that the entire PPG Plan was a welfare 10 plan within the meaning of ERISA? 11 A We never made any representations on the 12 topic. 13 Q PPG never told Georgia Gulf that its life 14 insurance plan was a welfare plan? 15 MR. TORRES: She just answered your 16 question, Maureen. I mean, really, this is getting 17 a little bit abusive. Okay? You're asking the same 18 questions to have her say the same thing over and 19 over and over again. Go ahead and answer it again, 20 Karen. 21 A We never made any representations on the 22 topic. 23 Q Let me take you to -- turn to topic 22. 24 Ms. Rathburn, you were --</p>	<p style="text-align: right;">104</p> <p>1 Q So, PPG at some point became aware that 2 Axiall had made changes to the retiree medical 3 benefits for PPG retirees, correct? 4 A Are we talking about retiree life? 5 Q First we're talking about retiree 6 medical. 7 MR. TORRES: Hold on, I'm going to object 8 because it's beyond the scope of the dep notice. 9 You can answer in your individual capacity. 10 A Again, we were not made aware until after 11 they made the decision to terminate the benefits for 12 the retirees, and we were notified by some of the 13 impacted retirees. 14 Q And PPG also learned after the fact that 15 Axiall had announced that it was eliminating retiree 16 life insurance coverage for transferred PPG 17 retirees, correct? 18 A Again, Axiall made the decision, we 19 learned about it after retirees were communicated 20 with. And we were advised by some of those retirees 21 that Axiall had made that decision, that they had 22 taken that action. 23 Q Were there any communications between PPG 24 and Axiall concerning the changes to the PPG</p>

Conducted on August 11, 2020

<p style="text-align: right;">105</p> <p>1 retiree's medical coverage after that change was 2 announced? 3 MR. TORRES: You're asking about retiree 4 medical? 5 MS. DAVIDSON-WELLING: Yes. 6 A What time frame are you talking about? 7 Q Probably in 2014. 8 A Well, at some point -- 9 MR. TORRES: Hold on. Just so we're all 10 on the same page here, the time reference that -- 11 are you asking at any time or after it was 12 announced? I just want to make clear we're on the 13 same time period, because I think that's what's 14 causing some of the confusion here. 15 Q I'm just trying to find out if after it 16 was announced, there were communications between PPG 17 and Axiall about the change? 18 MR. TORRES: Go ahead and answer if you 19 can, Karen. 20 A I can't speak to a specific time frame, 21 but eventually we had discussions with them on 22 retiree medical because of the union involvement 23 with that. 24 Q Do you recall whether those discussions</p>	<p style="text-align: right;">107</p> <p>1 in 2014? 2 MR. TORRES: Objection. This lawsuit is 3 not about retiree medical coverage, so I'm objecting 4 to this as being beyond the scope of what's 5 reasonable here. But go ahead and answer it again 6 so we can waste some more time on some extraneous 7 topics, Karen. 8 A I don't know. 9 Q Did PPG contact Axiall after Axiall 10 announced that it was going to eliminate the retiree 11 life insurance benefits? 12 A I don't know. 13 MS. DAVIDSON-WELLING: Let's take a short 14 break. We're getting close to the end of -- 15 THE WITNESS: Can we just finish, please. 16 MS. DAVIDSON-WELLING: I think we need at 17 least two minutes. You can stay right there. It 18 won't take long. 19 MR. TORRES: Let's take two minutes as 20 opposed to the last few breaks so she can get on 21 with her day. 22 MS. DAVIDSON-WELLING: We're going off 23 the record. 24 (There was a recess in the proceedings</p>
<p style="text-align: right;">106</p> <p>1 were before or after Axiall announced that it was 2 eliminating retiree life insurance? 3 A It was after. There were documents that 4 we would have reviewed that we would have been made 5 aware of. The retirees had sent us a copy of the 6 communication, so there were documents that we 7 reviewed from that, their announcement of that, 8 which my recollection is, is it included both a 9 discussion about retiree life and retiree medical, 10 but I'm not 100 percent certain of that. 11 Q Did Axiall provide to PPG a copy of its 12 communications to participants notifying them that 13 it was eliminating the benefits? 14 A No. 15 Q With respect to both the medical coverage 16 and the life insurance coverage, did PPG find out 17 that Axiall had announced that it was going to make 18 changes from participants? 19 A Yes, because the participants notified 20 us. That's how we first became aware of the 21 situation, that PPG was -- that Axiall was taking 22 action with respect to its post-retirement benefits. 23 Q And did PPG contact Axiall after Axiall 24 announced that it was reducing the medical coverage</p>	<p style="text-align: right;">108</p> <p>1 from 5:09 p.m. to 5:11 p.m.) 2 BY MS. DAVIDSON-WELLING: 3 Q Ms. Rathburn, what is the basis for PPG's 4 position that it had the right to transfer retirees 5 and OPAC liabilities to Axiall? 6 MR. TORRES: Hold on a second. So, what 7 topic does this relate to? 8 MS. DAVIDSON-WELLING: It would relate to 9 a couple of them I think. 10 MR. TORRES: Not by my reading. 11 MS. DAVIDSON-WELLING: I think both topic 12 12 and also topic 11, to the extent that it's based 13 on the Plan documents. 14 MR. TORRES: So, you want to cover topics 15 you've already explored with this woman over the 16 last several hours again? Is that what you're 17 saying? 18 MS. DAVIDSON-WELLING: We're trying to do 19 this last little bit, and then we're very close to 20 being done. 21 MR. TORRES: My question was: You're 22 covering topics you already covered extensively with 23 this witness, is that correct? 24 MS. DAVIDSON-WELLING: We are asking a</p>

EXHIBIT G

Execution Version

FIRST AMENDMENT TO THE EMPLOYEE MATTERS AGREEMENT

THIS FIRST AMENDMENT (this “*First Amendment*”) to the Employee Matters Agreement (the “*Agreement*”), dated as of July 18, 2012, by and among PPG Industries, Inc. (“*Burgundy*”), Eagle Spinco Inc. (“*Spinco*”), and Georgia Gulf Corporation (“*Grizzly*”), is entered into on January 25, 2013. Capitalized terms used but not otherwise defined in this First Amendment shall have the meanings ascribed to them in the Agreement.

BACKGROUND

WHEREAS, the Parties wish to amend the Agreement as set forth below.

NOW THEREFORE, in consideration of the mutual agreements, provisions, and covenants contained in this Amendment, the Parties hereby agree as follows:

AMENDMENT

1. Section 1.13 of the Agreement is amended and restated as set forth below:

1.13 “*Current Spinco Employee*” means any individual listed on *Exhibit A* to this Agreement, which *Exhibit A* may be updated by Burgundy on or prior to February 20, 2013 to reflect new hires and terminations that occur prior to the Effective Time in the ordinary course of business consistent with past practice.

2. Section 1.17 of the Agreement is amended and restated as set forth below:

1.17 “*Former Spinco Employee*” means any individual listed on *Exhibit B* to this Agreement, which *Exhibit B* may be updated by Burgundy on or prior to February 20, 2013 to reflect (a) any individual who is listed on *Exhibit A* as a Current Spinco Employee and who ceases to be employed by Burgundy or one of its Subsidiaries prior to the Effective Time, and (b) any individual who, after December 31, 2010, (i) became an inactive employee and was engaged in the Eagle Business prior to becoming an inactive employee or (ii) became a surviving spouse of an inactive employee who was engaged in the Eagle Business prior to becoming an inactive employee; provided, however, that Grizzly shall have the right, prior to May 1, 2013, to confirm that each of the individuals proposed to be listed on the final *Exhibit B* to this Agreement was engaged in the Eagle Business (or the surviving spouse of such an individual) and if Grizzly reasonably demonstrates to Burgundy, in Burgundy’s reasonable, good faith judgment, that such individual was not engaged in the Eagle Business (or the surviving spouse of such an individual), such individual shall not be included on the final version of *Exhibit B* to this Agreement. Subject to applicable Law, Burgundy shall provide



W/2055721v5

PPG103064

to Grizzly all information reasonably available to Burgundy that is reasonably requested by Grizzly in order for Grizzly to conduct the confirmation described in the proviso to the immediately preceding sentence.

3. The Parties agree that **Exhibit A** attached to this First Amendment constitutes **Exhibit A** to the Agreement as of the Closing Date and replaces and supersedes **Exhibit A** to the Agreement that was delivered concurrently with the Agreement on July 18, 2012.

4. The Parties agree that **Exhibit B** attached to this First Amendment constitutes **Exhibit B** to the Agreement as of the Closing Date and replaces and supersedes **Exhibit B** to the Agreement that was delivered concurrently with the Agreement on July 18, 2012.

5. The second sentence of Section 6.2(b) of the Employee Matters Agreement is amended and restated in its entirety as set forth below:

Mercer LLC (the “**Actuary**”) shall deliver to the Parties an initial estimate of the US DB Transfer Value (the “**Estimated US DB Transfer Value**”) on the first business day following the date on which the Effective Time occurs, and the Parties shall cause the transfer of Assets from the Burgundy US DB Trust to the Spinco US DB Trust equal to 90 percent of the Estimated US DB Transfer Value (the “**Initial US DB Transfer Amount**”) as promptly as practicable (and in no event more than 5 days) after the date on which the Actuary has delivered to the Parties the Estimated US DB Transfer Value (such transfer, the “**Initial US DB Transfer**”).

6. Sections 6.5(b) and (c) are amended and restated as set forth below:

(b) As of the Effective Time, Spinco shall establish a deferred compensation plan (the “**Spinco DCP I**”) which is substantially identical to the corresponding Burgundy Deferred Compensation Plan, as amended July 14, 2004 then in effect (“**Burgundy DCP I**”). Notwithstanding the foregoing, the deemed investment opportunities provided under the Spinco DCP I will be the same as offered by Grizzly in its corresponding plan. For the avoidance of doubt, and consistent with the terms of the Burgundy DCP I (including Burgundy’s authority to amend the Burgundy DCP I), Grizzly’s authority to select deemed investment funds for the Spinco DCP I includes the following: (i) Grizzly may offer or not offer the same or similar investment funds as are offered by Burgundy as of the Closing for any period determined to be appropriate, and/or (ii) Grizzly may offer or not offer company stock as a deemed investment fund alternative, and/or (iii) (A) Grizzly may transfer the account balance of any Spinco Employee required to be held in the company stock fund to any other investment fund alternative then offered under the Spinco DCP I,

and (B) such Spinco Employee may thereafter re-direct the investment of such transferred amount to any other deemed investment fund then offered under the Spinco DCP I. From and after the Effective Time, (x) Spinco shall assume the Liabilities for all benefits under the Burgundy DCP I with respect to Spinco Employees who were participants in the Burgundy DCP I as of immediately prior to the Effective Time, (y) Spinco shall pay all such benefits under the Spinco DCP I in accordance with its terms and (z) Spinco shall indemnify Burgundy for all such Liabilities described in the immediately preceding clauses (x) and (y). Notwithstanding anything to the contrary contained in this Section 6.5(b), following the one-year anniversary of the Effective Time, Spinco shall have no obligation to provide for additional deferrals of compensation pursuant to the Spinco DCP I.

(c) As of the Effective Time, Spinco shall establish a deferred compensation plan (the "*Spinco DCP II*") which is substantially identical to the corresponding Burgundy Deferred Compensation Plan, as amended September 24, 2008 then in effect ("*Burgundy DCP II*"). Notwithstanding the foregoing, the deemed investment opportunities provided under the Spinco DCP II will be the same as offered by Grizzly in its corresponding plan. For the avoidance of doubt, and consistent with the terms of the Burgundy DCP II (including Burgundy's authority to amend the Burgundy DCP II), Grizzly's authority to select deemed investment funds for the Spinco DCP II includes the following: (i) Grizzly may offer or not offer the same or similar investment funds as are offered by Burgundy as of the Closing for any period determined to be appropriate, and/or (ii) Grizzly may offer or not offer company stock as a deemed investment fund alternative, and/or (iii) (A) Grizzly may transfer the account balance of any Spinco Employee required to be held in the company stock fund to any other investment fund alternative then offered under the Spinco DCP II, and (B) such Spinco Employee may thereafter re-direct the investment of such transferred amount to any other deemed investment fund then offered under the Spinco DCP II. From and after the Effective Time, (x) Spinco shall assume the Liabilities for all benefits under the Burgundy DCP II with respect to Spinco Employees who were participants in the Burgundy DCP II as of immediately prior to the Effective Time, (y) Spinco shall pay all such benefits under the Spinco DCP II in accordance with its terms and (z) Spinco shall indemnify Burgundy for all such Liabilities described in the immediately preceding clauses (x) and (y). Notwithstanding anything to the contrary contained in this Section 6.5(c), following the one-year anniversary of the Effective Time, Spinco shall have no obligation to provide for additional deferrals of compensation pursuant to the Spinco DCP II.

7. The following new Section 9.3 is added to the Agreement:

9.3 Compensation Reimbursement Arrangement.

(a) Consistent with the terms of the Agreement, Burgundy will continue to pay on behalf of Grizzly and Spinco the total cost of compensation, benefits and related taxes for Spinco Current Employees ("***Spinco Current Employee Expenses***") for the period beginning on January 28, 2013, and ending on January 31, 2013 (such period, the "***Reimbursement Period***").

(b) Promptly, but in no event later than ten calendar days following the conclusion of the Reimbursement Period, Burgundy shall deliver to Grizzly an itemized invoice (the "***Invoice***") stating the amount of Spinco Current Employee Expenses in respect of the Reimbursement Period (the "***Invoiced Amount***"). Promptly, but in no event later than ten calendar days following receipt by Grizzly of the Invoice, Grizzly shall pay the Invoiced Amount to Burgundy by wire transfer of immediately available funds to an account designated by Burgundy.

8. Except as otherwise expressly provided herein, the terms and conditions of the Agreement shall remain in full force and effect.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Parties have caused this First Amendment to the Employee Matters Agreement to be duly executed as of the day and year first above written.

PPG INDUSTRIES, INC.

By: 

Name: Michael H. McGarry

Title: Executive Vice President

EAGLE SPINCO INC.

By: 

Name: Michael H. McGarry

Title: President

GEORGIA GULF CORPORATION

By: _____

Name: _____

Title: _____

[Signature Page to First Amendment to the Employee Matters Agreement]

IN WITNESS WHEREOF, the Parties have caused this First Amendment to the Employee Matters Agreement to be duly executed as of the day and year first above written.

PPG INDUSTRIES, INC.

By: _____

Name: _____

Title: _____


EAGLE SPINCO INC.

By: _____

Name: _____

Title: _____

GEORGIA GULF CORPORATION

By:  _____

Name: Timothy Mann, Jr.

Title: Executive Vice President, General Counsel
and Corporate Secretary

[Signature Page to First Amendment to the Employee Matters Agreement]

PPG103069

*Exhibit A***Current Spinco Employees****United States**

Full Name	PPG ID
Abalo, Komlan	198359
Abbas, Sid Ali Malek (Malek)	142294
Acheson, William K	123857
Adams, Calvin	123867
Adams, Cornelius III	253196
Adams, Dwayne A	199763
Adams, Jerome	173101
Adams, Larry M	106244
Adams, Steven T	235420
Adkins, Dwane F	106248
Adkins, Jerry D	106249
Albritton, Claude F	123932
Alexander, Jason G	168068
Aliff, James F Jr	153318
Alleman, Paul N	123967
Allen, Ernie L	100050
Allen, Jess N	100052
Allen, Michael T	106263
Allison, Quincy J	261045
Alston, Crystal L	167969
Amy, Aubrey A	106266
Andenora, Carolyn S	111421
Andenora, James A	109076
Andersen, Richard P	100076
Anderson, Charles E	124032
Anderson, David J	143703
Anderson, Don G	124038
Anderson, Jacqueline T (Jackie)	100080
Anderson, Larry A	124043
Anderson, Matthew S	124045
Anderson, Megan E	197272
Anderson, Nathan B	256760
Anderson, Ryan M	234608
Anderson, Sherry D	106268
Andrepoint, Anthony J	107467
Andrepoint, Garrett W	252513

Full Name	PPG ID
Andrepoint, Rod F	124063
Ange, Henry JR	124070
Angelini, Theresa G (Terri)	100104
Arabie, Scott Lane	124089
Arabie, Terrell G	124090
Arabie, Yvonne R	106271
Arbour, Lucious Y	124092
Archer, Nile A	156313
Ardoine, Andre' J	124099
Ardoine, Carroll K (Keith)	100120
Ardoine, Daniel K (Kent)	124100
Ardoine, David L	124101
Ardoine, Mark A	124103
Ardoine, Marvin L	124104
Ardoine, Mychelle C (Cheri)	124105
Arendt, Christopher G	181126
Armelin, Jeffrey Lyn Jr	253928
Arrant, Chad S	161612
Arredondo, Trinidad	169388
Arsement, Leonard P	100128
Art, William E	181292
Ash, Gary L	124146
Ash, Jeffrey A	124147
Ashby, Wayne	260202
Ashworth, Paulette M	153851
Aubry, Michael K	106278
Aucoin, Bobby W	159591
Aucoin, Harold A (Harry)	124169
Axtle, J Brian	107483
Ayala, Samuel JR	189882
Ayers, Kevin K	107484
Aymond, Daniel J	179101
Babaz, Michael	144844
Babe, Eric B	124197
Babineaux, Neil T	230718
Babineaux, Roy D	176113

Full Name	PPG ID
Badeaux, Richard Aaron (Aaron)	167532
Bailey, Dennis M	100170
Baker, Dean R	110470
Baker, Douglas D	106287
Baker, Julie S	257068
Baker, Lisa K	110474
Baker, Mark S	124240
Baker-Deshotel, Kimberly L	107195
Balcerek, Joshua J	177050
Baldauff, Erika A	100190
Baldauff, Joseph F Jr	100191
Baldrige, Nina L	109111
Balusek, August A JR	167697
Barbee, Mlinda A	168518
Barber, Joseph	197912
Barker, Dwight E Sr	124327
Barker, Jeffrey M	100223
Barlow, Vance C	257184
Barnaba, Peter C JR	124337
Barnett, Richard G (Rick)	181291
Barrett, Beverly F	106298
Barrow, Brandon C (Chad)	142349
Barrow, Lucas W	124381
Barrow, Wylie A	226495
Barry, Debra A	100241
Bart, Julie T	100242
Bascle, Joey J	260409
Batiste, Anthony D	124410
Batiste, Gerald M JR	252874
Baty, Barbara J	124415
Bauer, Kelly L	160083
Baxter, Dendalee D	186475
Beadle, Clifford R	100270
Beard, Arvin W	106304
Beasley, Kevin M	140771
Beaty, Eli B (Ben)	142341
Beaver, Jerald S	124465
Bechman, Randy D	200994
Beisel, Steven C	175794

Full Name	PPG ID
Bellon, Danny L	124522
Bellon, David J	110510
Bellon, Paul Lee	124523
Bellon, Shelley R	176185
Bellow, Farrah N	193684
Beltz, Joshua W	234609
Benglis, David M	124535
Bennett, Byron K	124538
Bennett, Charles R	124539
Bennett, Michael D	145171
Bennett, Pamela S	106319
Benoit, Curtis P Jr	124545
Benoit, Jammie S	234906
Benoit, Michael A	124548
Benoit, Tommy J	124550
Benoit, William Jude	257181
Bensinger, John A	176394
Benton, Larry J	100330
Benton, Lawrence B II	228141
Berardinelli, Joseph E	100334
Berardinelli, Rita M	124559
Berger, Carl R	106324
Bergstrom, Larry R	100339
Berkey, Paul E	124567
Berletch, Richard A	153315
Bern, Kurtis A	234601
Bernard, Denys S (Scott)	107514
Bernas, A G	106325
Berry, Randy	144257
Berry, Robert K	124583
Bertrand, Darren T	141248
Bertrand, Deanna J	168568
Bertrand, Derek T	178621
Bertrand, Lonnie E	143642
Bertrand, Michael L	124589
Bertrand, Ronald	100352
Berwick, Cory A	256858
Berzas, Paul R (Randy)	236594
Beshore, Diana L	172632

Full Name	PPG ID
Beveridge, Charles E JR	106331
Biagas, Hyland J JR	124609
Bias, Calvin J	107516
Bienvenu, James M	229051
Biessenberger, Lawrence C	124623
Bishop, Anthony R	234610
Bishop, Ronnie E	124647
Bitner, Bert D	142225
Blain, Jeremy W	142499
Blair, Amber L	129599
Blalock, Brandon A	252450
Blanchard, Gary W	227737
Blanco, Frank	110530
Blanco, Frank Thomas	229661
Bland, Anthony M	256927
Bland, Barry E	259636
Bland, Bernard E	124700
Blatt, Ronald J	124724
Blevins, Paul J	124725
Boatner, Dwight James	232655
Bodkins, Robert A	100433
Bohrer, Sarah A	182757
Bokanovich, Dawn E	124765
Bond, Matthew S	154363
Bondy, Albert R	141404
Bonin, Myra J	107523
Bonsall, Jr, Walter L	192434
Booher, John L	106356
Book, Barney Carroll Jr	124796
Boone, Brittany B	256246
Boos, Kevin A	124806
Bordelon, Stephen P	142340
Borel, Preston Reese (Reese)	144811
Boretzky, Patricia A	106359
Borrowdale, Tracie B	253550
Boudreaux, Levin Todd	124831
Boudreaux, Mark E	124832
Boughner, John D	106362
Bourgeois, Jenni R	255667

Full Name	PPG ID
Bourgeois, Kenneth J	124838
Bourgoyne, Christopher W	256940
Bourne, Kenneth D	142347
Boutte, John H (Herman)	100486
Bowen, Vicki L	106365
Bowers, April M	230063
Boxie, Roxanne G	100497
Boyett, Bryan T	124896
Boyette, David W	100507
Boyette, James K (Kevin)	100509
Bradford, Lauren M	259542
Brady, Roger A	124921
Brame, John T	124926
Brashear, Thomas N JR	124935
Brasher, Robert E	100532
Brassieur, Derrick D	160392
Brassieur, Lynda D	109197
Bray, Dedrick S	257073
Brazitis, Carey R	100539
Breaux, Katrina Diana	252865
Breaux, Teddie J	124950
Breen, William Michael	257070
Breski, Peter J	100549
Brewer, Jeren J	257885
Bridgeman, John B	100554
Bridges, Ravone Dale	124984
Brignac, Paul	124999
Brill, David C	125000
Brinkmeier, Brian D	143700
Briscoe, Carlton L	253808
Briscoe, Jerry D	125010
Brittain, Robert W	172752
Brock, Brandon T	261044
Brock, Garlon T (Trevor)	144846
Brock, Robert S	106376
Brookover, Ricky L	125031
Brookover, S L	106378
Brooks, James P	260558
Brooks, Philip A	231229

Full Name	PPG ID
Brooks, Robert E	100577
Brossett, Hyun J	100581
Broughman, Nelson E	259637
Broussard, Arthwayne	125054
Broussard, Bradley R (Brad)	125056
Broussard, Damon Lewis	235053
Broussard, Dustin C	253554
Broussard, James Edward	252076
Broussard, Mark A	125057
Broussard, Rapheal	252075
Brown, Andrew M	257881
Brown, Craig W	125071
Brown, Debra K	107551
Brown, Gregory R	100589
Brown, Johnnie R	125083
Brown, Jon E	261078
Brown, Larry K	100593
Brown, Peggy V	106386
Brown, Russell D	182528
Browning, Donald B	156164
Brugger, Michael R	107556
Brunet, Ana G (Grizelle)	100612
Bruno, Marguerite (Dodi)	107557
Brunson, Timothy L	255598
Buchanan, Bryan H	125147
Buchanan, Floyd	125150
Buck, Paul M	106392
Bucki, Renee M	105875
Budge, Casey A	176875
Buford, Ralph D (David)	100627
Bugler, Dennis L	100628
Bulian, Lee A	106393
Buller, Brandon W	125172
Buller, Kent W	256920
Bunch, Gregory E	125181
Bunch, Lisa M	231676
Burdette, Gregory A	100642
Burgin, Billy J	125206
Burke, Sharon J	106396

Full Name	PPG ID
Burkett, Jackie L	125213
Burkhart, Todd J	100650
Burleson, Telisa R	128051
Burney, Ryan K	235867
Burns, Benjamin D (Ben)	144538
Burr, Jake Phillip II (Phillip)	145170
Burt, Bobby R (Rusty)	141251
Burton, Dwayne D	125258
Burton, John M	197495
Busby, Virginia M (Ginger)	100666
Bush, David R	100668
Bushnell, Bryan K	256245
Bushnell, Travis J	200423
Butler, Alex	100678
Buxton, Eugene V Jr	158804
Byrd, Robert E	229543
Cain, Austin P	236244
Cain, Brenda E	125329
Cain, Donald P	125330
Cain, Joseph P	125331
Calbert, Vaughn	230600
Calcote, Jeffrey M	153314
Calcote, Lloyd L JR	100701
Callaway, Ronnie M	106409
Camara, Stephen D	228494
Camerlin, V P	109233
Campana, Guillermo	100718
Campbell, Bruce L	110606
Campbell, Harold A	176680
Campbell, Jason W	100721
Campbell, Jonita L	125402
Campbell, Melvel L	261447
Campbell, Timothy M	167156
Cantrell, Justin W	182188
Cantu, Juan R	259468
Captain, Gregory W	168263
Captain, Ray C Jr	229758
Carlisle, Erika E	167087
Carnahan, Bryan S	125464

Full Name	PPG ID
Carpenter, Brian D	106424
Carpenter, David J	257541
Carpenter, Duane D	100757
Carrier, Jermaine J	231081
Carson, Douglas R Jr	256764
Casey, Jessie B	100783
Castellanos, Maria Elena	234585
Castille, Linda K	106442
Castille, Vince J	125536
Castleberry, Robert L (Bob)	100792
Castro, Joe A III	100793
Ceasar, Rodney K	125569
Cecil, Matthew S	125573
Cecil, Robert W	125574
Celestine, Tasheena R	233075
Chafin, Cory P	257882
Chamberlain, Harry	125588
Chambers, Frank E	228754
Chaney, Theresa Joy	252174
Chapa, Robert L	230178
Chapman, Darren K	177726
Chapman, Nelson	125622
Chapman, Stephen J	100811
Charles, Calvin Jr.	235954
Charles, Dallas G	259713
Charles, Derrick W	125626
Charles, Norris L	125628
Chattick, Brent E	234597
Chaumont, Andre L	125636
Chavanne, Robert J	125637
Chavis, Justin L	261444
Chenevert, William W	176820
Chenier, Michael W Jr	200422
Cheramie, Tina	182778
Chesson, Kasi C	252875
Childers, Jack A	234611
Chretien, Bobby Joseph	125672
Chretien, Jeffery J	125673
Christen, Robert N	106440

Full Name	PPG ID
Ciotti, Judith A	107594
Cisar, Aaron D	142828
Clanton, Michael R	228446
Clapp, Jed Q	197761
Clapp, Mitchell R (Reed)	100852
Clark, Kathy D	110648
Clark, Robert K	125727
Clark, Stephen M	100869
Clark, Vernon W	125731
Clarke, Keith J	125734
Clausen, Jon C	125738
Clavier, Donald R	201107
Clegg, William R	125747
Clemons, Gaynell V	100881
Clifton, Douglas C	182531
Cline, Bryon	261079
Cline, Franklin D	110654
Cobaugh, Tim R	100890
Cobb, Thelma A	106448
Cochran, James A	106450
Cochran, Leroy J	125782
Colbert, Donald P	100903
Cole, Randy	161369
Coleman, Alecia A	100912
Collins, Bobby R	125824
Collins, Karen S	125831
Collins, Robert Q	125835
Collor, Marvis Y	232911
Combs, Robert A	125850
Comeaux, Brian K	100935
Comeaux, Daren P	201379
Comeaux, Eric	252449
Compton, Gregory A	106456
Coniglio, Roy C	100940
Conley, Charles O	252509
Conner, Kevin A	125873
Conner, Thomas A	100946
Conner, Troy A	125875
Connors, Gregory J	259638

Full Name	PPG ID
Conrad, Evan J	228570
Conrad, Sara S	100952
Conroy, Sean M	229293
Contreras, Maureen R	180470
Cook, Christopher W	106464
Cooley, Joshua K	233803
Cooley, Wiley L	125912
Cooley, William E	152446
Cooper, Douglas O	125921
Cooper, Stephen A	125930
Copper, Chad J	125943
Corbello, Frances A (Anne)	107621
Cormier, Alphonse Larry (Larry)	100980
Cormier, Roger D	143351
Cormier, Timothy L	228973
Cornman, Greg A	199232
Corpus, Arturo	106470
Correll, Jeffrey A	153316
Cosper, David A	125981
Courvelle, Donald	126003
Courvelle, Lottie R	107618
Courville, Steven G	126004
Couvillon, Colleen B	197496
Couvillon, David R	154301
Cradeur, Douglas J	126038
Craig, Rebecca S	101018
Crall, Michael D	101021
Crippen, John N	196493
Cropley, Terry L	101049
Croxdale, Pat D	126112
Croxdale, Shane H	126113
Crutcher, Justin D	197569
Cubbage, Charles J	258153
Cubero-Ponce, Lynnette M	234389
Cumpston, Barbara E	101067
Curtis, Luke A	234612
Curtis, Tony E	106488
Daigle, Craig F	253809
Daigre, Chad J	126182

Full Name	PPG ID
Daniel, Darnell D	126202
Daniels, George R	126208
Danielson, Eric O	143701
Danielson, Jesse D	101109
Dansby, Arthur JR	126212
Dargin, Carmen D	186053
Dartez, John W III	158805
Darwiche, Mary P	101113
Daugherty, Charles A	110728
Daugherty, John T	126230
Daugherty, William J	106496
Davault, Morgan LeFaye (Faye)	175849
David, John E	101121
David, Rafe N	126240
Davies-Newman, Theresa A	101122
Davis, Ermon B JR	126264
Davis, Gary E.	153115
Davis, Linard Craig (Craig)	101135
Davis, Tina M	200062
Davis, Ulric J	256933
Davis, William JR	107650
Dawson, Michael C	126311
De Michele, Teri	101149
Deal, Janelle L	144693
Dearien, David E	126334
Deboest, Milton M	110745
DeBoest, Troy A	126340
Deere, Daryl P	257544
Defelice, Matthew G	101180
Dejean, Fredrick	126358
Delafosse, Jeremy C	182530
DeLeo, Aaron P	257886
Delgado, Edna I	200280
Demeritt, Earl	101194
Dempsey, Lester R (Butch)	101197
Dennis, David G	126392
Dennis, Stanley E	126395
Dent, Garry L Jr	252508
Derby, Sandra D	126403

Full Name	PPG ID
Derks, Genee' L	154981
DeRoche, Rocky L	101212
Derouen, Troy K	126406
Derrick, Jason F	126408
Desadier, Ron T	126410
Deshotel, Gilbert R	101221
Deters, Ellen R	155345
Deutsch, Thomas E	101227
Diamond, Michael T	185944
Dickens, Robert J	261237
Dickerson, Brandon P	159590
Diethorn, David W	101243
Dietrich, David	142762
Dinnell, Gregory A	257883
Dishong, David E	101251
Dixon, Deshon J.	235813
Doak, Brian K	106523
Dobbs, Larry S	106524
Dobbs, Michael R	106525
Dobrasko, Michael P	101262
Dobson, Joseph A	168386
Doherty, Sandra L	261118
Domaingue, Robert L	126513
Domingue, Christopher C	184299
Domingue, Kenny L Sr	161611
Dore', Scott M	143645
Doshier, Eric A	109384
Dotson, Napoleon J JR	177049
Doty, Dennis M	171110
Doucet, Alfred JR	126544
Doucet, Buck P	110774
Doucet, Jeffrey D	126546
Doucett, Clarence R Jr	154912
Dowers, Michael W	126563
Downing, John W	106533
Downs, James E	110781
Drake, James L	126579
Dronet, Darnell A	105924
Dronet, Michael P	126593

Full Name	PPG ID
Drozda, Enoch C	153259
Drozda, Tanya J	126595
Duckworth, Christopher S	234613
Duckworth, Melinda	234590
Duff, Randall A	261080
Dufford, Richard E	126610
Duhon, Carl E	126614
Duhon, Harold	126616
Duhon, Shawn M	183580
Duhon, Travis K	141770
Duke, William E	106537
Duncan, Luke D	176064
Duncan, Mark D	126626
Duncan, Thomas M IV (Mac)	101339
Dunham, Mark D	193680
Dunham, Randal J	126628
Dunnehoo, Evon M	106539
Duplechain, Darrin J	126637
Duplechain, James K (Kendall)	143150
Duplechain, Robert W	110795
Duplechan, Glenn T	126639
Dupuis, Richard K	126645
Durio, Richard J	126655
Durkin, Janet A	101349
Dye, Deborah K	126661
Dyer, Michael E	107682
Dyer, Robert C	153253
Eaglin, Brian K	184297
Earl, John D (Dewaine)	126677
East, John Craig	253552
East, Michal G	168920
Easton, James H	126696
Eaves, Edward W (Will)	229752
Ebberts, Kent S	234595
Eddy, Craig A	181337
Eddy, Floyd	106547
Eddy, M D	126710
Edgmont, Chelsea A	257965
Edman, John T	101371

Full Name	PPG ID
Edwards, Andrei L	179842
Edwards, Nathaniel J	126736
Efaw, Anna M	126741
Efaw, Michael A	101376
Elkins, Kenneth D	176116
Ellender, Derrick J	154335
Ellender, Thomas E	126758
Elliott, Bennie L	106551
Elliott, Donovan L	101399
Elnikar, Lindsey E	235868
Emch, Scott E	126789
Emery, R D	106556
Emigh, Aaron E	176180
Ernst, Eric S	101419
Ernst, Gregory A	126819
Espinosa, Christopher J	257542
Estel, Jonathan W	106558
Estep, Suzanne M	105938
Estep, Timothy S	126840
Etienne, Raymond J	126848
Evans, A Randall	126849
Everitt, Joseph M (Mark)	101451
Ewing, Douglas L	168066
Ewing, Frank D (Don)	101454
Fabry, Jamie L	126878
Fajerski, Mark A	101461
Falcon, Calvin A	126887
Falk, Christine R	234591
Farbarik, Janet	109441
Fast, Aaron S	197339
Fast, Aaron W	235419
Fast, Bobby A	126909
Faulk, Scott J	101485
Feldmeier, Robert M JR	101498
Ferguson, Dale R	106573
Ferguson, Phillip S	107703
Ferguson, Richard H	101507
Ferrell, James R	126941
Ferrell, Keith A	126943

Full Name	PPG ID
Ferrell, Roger C	101514
Ferrington, Nathan K	143340
Fetty, Beryl S	109459
Fetty, Justin S	252504
Filey, Justin P	101533
Finn, David E	126977
Fiorilli, David J	106578
Fisher, John R	101553
Fleegeer, Claire R	257858
Flowers, Susan D	106583
Floyd, John H	101582
Fobbs, Allison M	176872
Fokuo, Gloria A	101587
Folse, Nathan P Jr	155059
Fontenot, Brian S	127065
Fontenot, Daniel I II	252431
Fontenot, Dennis J	127069
Fontenot, Easton	127070
Fontenot, Eugenia L	127071
Fontenot, Jamie D	230533
Fontenot, John S	127073
Fontenot, Joseph B (Joey)	197760
Fontenot, Joseph R	127074
Fontenot, Joshua E	199479
Fontenot, Joshua T	253109
Fontenot, Marc J	101593
Fontenot, Michael A	253807
Fontenot, Thomas R	145169
Fontenot, Todd A	199314
Foote, Albert Jr	160452
Foote, Patricia A	127079
Ford, Theodore P	106590
Foreman, Ralph W	232900
Forrester, Donald E JR	127105
Foster, Carrie K	198360
Foster, George R	107717
Foster, Joseph S	127122
Fountain, Tiffany L	142344
Fontaine, Nicholas A	255553

Full Name	PPG ID
Fowler, Anthony E	127127
Fox, Charles G (Chuck)	127131
Fox, Charles M	127132
France, James N	101624
Francis, Darrel J	127152
Frank, Wilbert	110863
Franklin, Rhonda K	107283
Franklin, Samuel D	127171
Franks, Kevin C	201381
Franks, Michael D	252610
Franks, Rondal V	127173
Frazier, Alicia S	197671
Frazier, Clint W	185880
Freeman, Rufus III	233826
Frey, Nicholas E	235421
Friesner, Oland	127217
Friesner, Richard Craig	127218
Fruge, Chad A	180504
Fruge, Dean A	127234
Fruge, Jeremy C	230530
Fruge, Phillip A Jr	256681
Frye, Bruce E	106600
Frye, Ronald F	127237
Fuchs, Michael J	176063
Fuller, Matthew L	259240
Fuselier, Albert J JR	127263
Fuselier, Darrell W	127264
Fussell, Jonathan D	236667
Gabbard, Danny L	127270
Gafford, Robert J	127282
Galley, David L.	235373
Gallow, Valinda A	127310
Galloway, Harry L	106608
Galloway, Perry R JR	106609
Garcia, Alberto A	230721
Garcia, Richard R	176230
Garner, Corey	110896
Gary, Christopher J	201221
Garza, Mark A	107737

Full Name	PPG ID
Gasior, Wayne R	101732
Gaspard, Raley N	261046
Gaspard, Ricky A	106613
Gaspard, Thomas J JR	127406
Gaston, Alton A	234614
Gatian, Robert L	127414
Gaudet, Stephen M	101739
Gauding, Rudy J	127417
Gautreaux, Hubert T	197338
Gawith, Connie A	127423
Gaydos, Natalie A	170935
Gayle, Paul E Jr	253556
Gerami, Timothy J	101769
Gibbs, Richard J	234615
Gibson, Mark D	127482
Giggarr, Chris D	127496
Giggarr, Ryan S	153247
Gil, Denise Y	105957
Gil, Gary R	101786
Gilbert, Danny G	127500
Gilbert, Douglas J	201105
Gilchrist, Kate Y	197340
Gill, Shannon Scott	107748
Gillespie, M J	127518
Gillihan, Terrance M	234633
Gilmore, Jesse W	182529
Glover, Joel D	110918
Glover, Linda K	101818
Glover, R A	127568
Glover, Robert G	127570
Glover, William D	101819
Glow, Michael J	143705
Goddard, Pamela J	127581
Goddard, Rebecca B	225806
Goetz, Lisa A	106630
Goff, Danny L	106631
Golleher, George A	167062
Gomes, Lyndon E	127604
Gomez Pardo, Amy J	100751

Full Name	PPG ID
Gongola, Anthony S	227736
Gonzalez, Christopher	185877
Gonzalez, Jose L	107761
Good, Bernard R	127631
Goodfriend, Cody P	176246
Goodman, Isiah	259813
Gore, Michael Keith	260418
Gore, Thomas K	257635
Goss, Stacy M	256553
Gotcher, Jason W	234616
Goudy, Bryan M	101864
Gouldsberry, Douglas E	127673
Goulet, William L (Bill)	106638
Graham, George A	232903
Grampa, Bruno J	106642
Grantham, Terrance E	106643
Gray, Rebecca M	101890
Gray, Thomas	261081
Graybill, Clark S	101891
Green, Brandon	185802
Green, Josie F	197847
Green, Pertnan	127720
Green, Russell E	159816
Griffen, Timothy J	127764
Griffin, Janita R	252070
Griffin, Jimmie R	127774
Griffin, John D	127776
Griffin, Kenneth	144247
Griffin, Patrick B	127779
Griggers, Jonathan L	106649
Griggers, Pamela Kay	181020
Grilli, Frank R	106650
Grimes, Jeffrey M	101929
Grogan, Ronald E	228755
Groholski, Michelle A	101934
Groller, James E	257959
Grubb, Larry D	101943
Gruspier, Jeffrey M	127828
Guajardo, Delia L	253194

Full Name	PPG ID
Guerra, David	234617
Guidry, Amadia J III	167535
Guidry, Christine M	106661
Guidry, Dustin M.	236067
Guidry, James L	127849
Guidry, Jamie N	127850
Guidry, Kenneth J (Ken)	127851
Guidry, Michael I	101955
Guidry, Nicholas J	256062
Guidry, Tracie K	158803
Guillory, Abram P	195339
Guillory, David P Jr	198681
Guillory, Dwayne	127859
Guillory, Edward S	199762
Guillory, Glen J	127861
Guillory, Joseph T	127865
Guillory, Karen J	152443
Guillory, Landon B	182189
Guillory, Louis M	107779
Guillory, Matthew T	176317
Guillory, Ronald K	127869
Guillory, Russell J	230407
Guillory, Stephen R	101957
Gunderson, Christian E	234605
Gunto, Carl M	127884
Gunto, Glen A	106666
Gustin, Christopher	145172
Haas, John A	256932
Habetz, Keith J	127911
Habig, Danyel K	127912
Hagar, Janice N	101979
Hahn, Thomas M	234618
Haines, Don L	101989
Haines, Scott L	197687
Hall, Brandon S	182593
Hall, Randall M	101998
Hammers, Joshua G	228573
Hanks, Gregory J	128049
Hanney, Charles N	128061

Full Name	PPG ID
Hans, Sonja L	106684
Hantz, Anthony L	128067
Haraminac, Rebecca	102029
Hardesty, Justin B	200288
Hardman, Randall M	106688
Harmon, Brandy N	196670
Harmon, Leonard C	128095
Harmon, Linda S	106689
Harrell, John M (Mahlon)	107796
Harris, George Jr	256931
Harris, Ray	253758
Harris, Roy II	184296
Harris, Shannon D	183578
Harris, Thomas M	128142
Harris, Vivian E	195341
Hart, John A III	102055
Hartsfield, Douglas E	152835
Harvey, Kimberly A	101065
Harvey, Richard E	102070
Harvill, Jason C	234619
Harwell, Scotty N	192435
Hash, Aaron	234620
Hatfield, Thomas B	102080
Hathaway, Michael R	128188
Haught, Beverly A	106699
Haught, Larry L	128202
Haught, Larry L JR	128201
Haught, Steven B	102081
Hawes, Mina Hantz	107805
Hawkins, Gerald B	106702
Hawkins, Gregory P	152447
Hawkins, John A	102088
Hawkins, Keri S	170495
Hay, Fayla I	106703
Hayes, Bernard M	128225
Hayes, Charles M	102093
Hayes, Mark K	111027
Hayes, William B	106706
Hazell, Terry W	128249

Full Name	PPG ID
Heard, Horace N JR	128257
Hearod, Tommie D	182594
Heasley, Lance E	106709
Heasley, Ronald V	102108
Hebert, Archie	128263
Hebert, Belinda C (Bea)	106710
Hebert, Derrick A	128264
Hebert, Everett J	102111
Hebert, Karl D	128266
Hebert, Kenneth P	128267
Hebert, Larry J	106711
Hebert, Marcus K	106712
Hedrick, Steven D	128292
Heintzman, Chad R	106716
Heintzman, Curtis D.	154275
Henderson, John D JR	102138
Henning, Stephen B	128347
Henning, Timothy	141769
Henry, Dalton J JR	128350
Henry, Michael S JR	128355
Henthorn, James F JR	128371
Henthorn, Jason L	256763
Henthorn, N A	127100
Henthorn, William R	106721
Herpin, Adlas L	128401
Herrick, J A	128402
Herrick, Nathaniel J	128403
Hester, Thomas E	102164
Hewitt, David K	102167
Hicks, Christopher R (Ryan)	257312
Hicks, Gary J	128441
Hicks, Kelly R	140473
Hicks, Ricci W	128446
Higginbotham, Troy K	102176
Higgins, Donald K	128452
Highley, Brian K	128454
Hildebrand, Donald L	102181
Hill, C Douglas	156315
Hill, David E	106732

Full Name	PPG ID
Himel, Randall S (Shane)	142346
Hines, Mark A	128507
Hirsch, Nikolaus O	234621
Hissam, Alan E	128524
Hitt, Richard E	106740
Hizer, Timothy B	106741
Hoff, Larry	234622
Hoffpauir, Ronald W	106744
Hoggatt, Bradley C JR	234583
Hollier, Billy Joe	128583
Holmes, Patrick W	128604
Holmes, Willie JR	128608
Holstine, Donald W	128612
Holt-Cherrington, Codi L	261017
Honeycutt, Todd M	102246
Honore', Terence R	128621
Hood, Jason E	259639
Hooks, Richard J	139503
Hoops, Michael A	102250
Horan, J Thomas	102262
Horner, Joseph L	128663
Hoskinson, David A	106754
Howard, Christopher M	105993
Howard, Joseph S	102285
Howard, Kelly A	235424
Howell, Sandra K	197441
Hrovatich, Kathryn A	128708
Hubbard, Neely G Jr	258022
Huber, Michael K	102298
Hubert, Daniel J	102299
Hudson, John S	128727
Huesers, Chad S	176179
Huggins, Randy C	128752
Hughes, Rene M	128763
Hunt, Joseph R	128801
Hunt, Shannon L	128808
Ice, Christopher M	259640
Ingram, Robert H III	106771
Irwin, Anthony A	229453

Full Name	PPG ID
Irwin, Bruce E	234624
Istre, Burton W	182363
Iwanski, Donald P	102355
Jackson, Avanalist III	181220
Jackson, Charles D	128904
Jackson, David J	106773
Jackson, Mia T	182543
Jackson, Shannon	154333
Jackson, Terry A	128925
Jackson, Timothy L	128926
Jacobs, George Robin	128931
James, William L II	102375
Jamison, William B	128958
January, Donald R Jr	228118
Jeanise, Charles J	128974
Jiang, Bangwu	197499
Johnson, Donald G	142305
Johnson, Donald R	129039
Johnson, Douglas H	102415
Johnson, Gregory B (Blake)	260915
Johnson, Jacob P	253555
Johnson, Jason E	129050
Johnson, John A	129059
Johnson, Michael T	255741
Johnson, Nancy M	161060
Johnson, Roland J JR (Johnny)	107883
Johnson, Stephen W	140645
Johnson, Steven M	234575
Johnson, Therese	106794
Johnson, Tyler Z	259641
Johnston, Douglas E	129107
Jones, Adam H	236187
Jones, Amberly N	255666
Jones, Clabe P.	252175
Jones, Duane I	102446
Jones, Gregory Lance	253756
Jones, Judd E	234602
Jones, Lisa J	234584
Jones, Robert L	102458

Full Name	PPG ID
Jordan, John E	102464
Jordan, Melone L	142578
Joseph, Jason	129223
Jozwiak, Louise A	102472
Juhala, John J	250748
Kadlubar, Daniel C	102484
Kain, Edwin L	172878
Katekovich, Raymond	102525
Kayhart, Laura L	100594
Kehrer, Robert A	109679
Keigley, Richard L	129316
Keim, Donald L	102535
Keller, Gerry L	129328
Kelley, Craig A	106823
Kelley, Joshua P	198238
Kendall, Jamey J	129363
Kennard, Steven G	143270
Khoury, Mark A	129397
Kibodeaux, DeAnn M	201220
Kiger, Jesse M	102589
King, Lord C	129452
Kingham, Kerry A	129458
Kingrey, Billy R	230409
Kirk, William A	102619
Klahn, Patricia A	106839
Kleineke, Henry T	129500
Kleinschmidt, Kristopher L	145173
Knighten, Larry E	129540
Knowlton, S J	129551
Knox, David R	102665
Kober, Gerald W	129557
Kober, Reginald A	129558
Koch, David W	129561
Kocher, Stephen W	129564
Kociban, Jason A.	145129
Koerber, Jerald L	129566
Kokowsky, David J	102681
Koonce, Michael W	129580
Kovacs, Joseph P	102703

Full Name	PPG ID
Kowalski, Paul M	144361
Kramer, Elizabeth A	106852
Krejci, Richard P	129613
Krieger, Carl E	234625
Kroger, Henry V	109714
Krull, Cheryl L	128349
Kuca, Nicholas R	261082
Kuhn, Ana Martinez	102762
Kurtz, Joshua I	227897
Kwisnek, Vincent F	142319
Labby, Melvin G	180503
LaBoa, Tyna R	234587
LaBove, James M	111198
Labove, John E	129655
LaCour, James W Jr	143646
Ladner, Brittany L	197767
Lafanette, Mark A	159592
LaFleur, Andrew JR	186049
Lafosse, Pat Q	129666
Lagrange, Gary C	129669
Lallathin, Corey S	256926
LaMotte, Field	178023
Landels, Tami L	234580
Landry, Clarence	129724
Landry, Justin M	233802
Landry, Justin P	228496
Landry, Kenneth W	107932
Landry, La'Techa J	129065
Landry, Marty P	102821
Landry, Robert D (Dwayne)	102822
Landry, Russell W	129726
Langenfeld, John N	144256
Langsdorf, Michael L	109733
Lanier, Steve T	129762
Lanthier, Michael S	230786
Lartigue, Marvin A	230535
Lashley, Heather J	169385
Lavergne, Elvis L	129807
Lavergne, Joseph H	129808

Full Name	PPG ID
Lavergne, Kevin R.	154336
Lavergne, Rose M	107940
Lawrence, Christopher J	261083
Leach, Norman D	129835
Leary, Patrick J Jr	129840
LeBert, Brett R	102879
LeBlanc, Anthony J	142119
LeBlanc, Chance M	129848
Leblanc, Daniel A	129849
LeBlanc, Diana L	106870
LeBlanc, Dustin P	129850
LeBlanc, Joshua L	196669
LeBlanc, Laresa S	171030
LeBlanc, Ricky S	102880
Leblanc, Toby W	257543
Leblanc, Warren J JR	129854
LeBleu, Martin O (Marty)	144850
LeBleu, Natalie C	129857
LeBleu, Timothy G Jr	185803
LeBrun, Daniel P	230719
LeCompte, Joycelyn M.	250964
Leddy, David C	106872
Ledet, Brandon P	181218
Ledoux, Clint W	129879
Lee, Michael F	255554
Leffler, Lori L	102892
LeFrere, Bryant G	229207
Leger, Dustin M	229542
Leger, Jimmy D	176313
Leger, John E	129904
Leger, Megan A	107680
Leggett, Michael Burton	141119
Lehner, Jordan E	234599
LeJeune, Daniel T	176022
Lejeune, Leonard D	102904
LeJeune, Patrick C (Craig)	102905
Lemaire, Aaron B.	235374
Lemasters, David J	156312
Lemasters, Jerry M	129922

Full Name	PPG ID
Lemonia, Glenn M	129931
Lenhart, Robert P	178541
Leonard, Arnold Kirby	129940
Leonards, Andre' F	129960
Lerch, Gretchen D	102921
Lester, Stephen R	102924
Leveque, John J	129972
Lewis, Alvin L	102932
Lewis, Celeste S	102934
Lewis, Lorren K	256759
Lewis, Mary Kaitlyn	229213
Lewis, Michael D	106031
Lewis, Novella J	176183
Lewis, Wendy C	106881
Libby, Joshua G	234626
Liggio, Esther S	102950
Linder, Paul E	102960
Lippincott, James D JR	102979
Lloyd, Cody M	231343
Lockhart, Brian R	111271
Logan, Richard D JR	130085
Logston, Joanne C	103004
Logston, Thomas A	103005
Long, Denise A	106900
Long, Robert F	158798
Long, Tyson N	200793
Looper, Austin E	103018
Lough, Clifton C	176006
Louviere, Melissa A	152444
Louviere, Ted J	130143
Louviere, William P	130144
Love, Michael L	130151
Lovingfoss, Mickel	234606
Lowery, Arthur L	199761
Lowery, James M	130180
Lowry, Earl C	130187
Lucas, James F	252510
Luces-Phillip, Candace A	236666
Ludolph, Randall J	106911

Full Name	PPG ID
Ly, Anh V	103058
Lyles, Andrew J	230720
Mack, Joseph III	161017
Magee, Randy (Randy)	103094
Magurany, Ashley K	235423
Maine, Richard L JR	130297
Majors, Joseph T	109810
Mallett, Brent M.	236678
Malone, Timothy S	259111
Malveaux, Adam L JR	109813
Malveaux, Nolton M	103122
Malveaux, Raymond	103123
Manard, Patrick J	130316
Maniscalco, Christopher W	178891
Mannion, Lisa M	103132
Manns, Jonathan P	103133
Manuel, Brennan A	252355
Manuel, Casey A	261244
Manuel, David A	229452
Manuel, Dennis	130334
Manuel, Jeremy T	158801
Manuel, Larry A	160449
Manuel, Steven W	130341
Maranowski, Joseph J	257880
Marcantel, Harold J	130347
Marceaux, Allen R	109820
Marinacci, Dominic R	130355
Markan, Denis	179976
Marshall, Mark A	106930
Marshall, Nicole Y	232649
Martin, Byron S	130398
Martin, David A	234891
Martin, David L	145003
Martin, James	130407
Martin, Michael J	103185
Martin, Thomas C	130425
Martis, Joseph W JR	106932
Mascarenas, Eduardo R	197614
Mason, Larry A	103203

Full Name	PPG ID
Mathews, Bart	130459
Mathews, Joseph B	168545
Mathews, Steven H	106940
Mattes, James D	103216
Matthews, Bradford	130468
Matthews, Ernesto W	256761
Maxwell, Daniel A	259642
Maxwell, David E	106944
Maxwell, Robert W	130482
Mazza, Shayne	234634
McBride, Rene	130528
McCain, Austin A	236317
McCain, Paula D	258354
McCain, Robert A	107998
McCann, Edwin J (E.J.)	103248
McCartney, Kevin B	234635
McCaslin, Nichole	234582
McClain, Mitchell	106952
McClure, Ronnie J	130573
McCune, Brian S	154620
McCune, David M	130603
McDaniel, Chris L	130610
McDonald, Jason N	253261
McDowell, Catherine C	130631
McEachern, Christopher S	103288
McEachern, Gretchen M	103289
McFatter, Suzanne I	106962
McGee, Charlie M	230785
McGinnis, Robert L	103300
McGovern, Michael J	130658
McGuire, Kenneth A	106964
McKenzie, Joel C	232123
McKinney, Isaac L	130689
McLaughlin, Edward T	155138
McLaughlin, Robert J JR	130702
McMeekin, Elizabeth H	103335
McMullen, Jamie L	230088
McMullen, Joseph M	103342
McNabb, Rex K	261446

Full Name	PPG ID
McNeal, Cedric J	176041
McPeck, Allen E	184148
McPherson, Thomas W (Wayne)	103348
McPherson, William	130744
McRae, Artis W	177658
Meadows, Derick R	103356
Means, James B II	261084
Meaux, Kenneth J	130768
Meche, Andrew C	233945
Meche, Jeffrey K	130769
Meek, Barry J	130782
Meeker, Drew E	106975
Meeks, George W JR	130785
Mercer, Justin M	180012
Meredith, Andrew T	230439
Meredith, Todd D	183517
Mertes, Shawn R	234604
Messenger, Terry W	103393
Mestayer, Shannon T	130845
Meyer, Charles A III	184142
Meyers, Daniel N	143974
Meyers, Diane C	103408
Michael, Carl O	111391
Mickens, Susan R	228976
Mickey, Stephen S	130856
Midcap, Deborah S	126135
Mier, Chris W	130860
Mier, Trisha L	100230
Miles, Carmilite M	130867
Miller, Amanda L	257063
Miller, Beery W	106068
Miller, Ezria B	259643
Miller, Frank	103440
Miller, Herbert L	103444
Miller, John G	103447
Miller, Mark D	103453
Miller, Michael J	130931
Miller, Michael P	130932
Miller, Peter A	106985

Full Name	PPG ID
Miller, Robert A	182942
Miller, Ronald L Sr	176318
Miller, Stephen L	106987
Miller, Timothy B	130951
Mire, Jody	230599
Mitchell, Clayton K	184190
Mitchell, Mark L	182947
Mitchell, Michael A	131005
Mitchell, Peter D	167533
Mizwa, Joshua E	226724
Mobley, Airee V	168701
Moerbe, Brian K	182526
Monk, Joshua L	257787
Montgomery, Brent L	106995
Montgomery, Ella Mae	131055
Montgomery, Finley D	131056
Montgomery, Tamara M	107402
Moore, Anthony P	131073
Moore, David E	131084
Moore, Dina M	217326
Moreno, Marc A	107001
Morgan, Ashley K.	235372
Moring, Jaclyn P	256554
Morris, Duane D	131157
Morris, Harold S (Scott)	143027
Morris, Howard P	131159
Morris, Joshua A	234598
Morris, Theresa L	107007
Moses, Russell T	103573
Moses, Shannon L	182621
Mosley, Richard L	252451
Moss, Thomas P	185801
Mrvos, Patricia G	103597
Mueller, Beth L	107012
Mullett, Steven S	103610
Mullins, Traci A	131236
Munoz, Leonardo	108046
Murdoch, Michael H (Mike)	250865
Murdock, Michael W	107013

Full Name	PPG ID
Musgrove, Michael Van	103632
Myers, Charles W	103637
Myers, Clifton M (Cliff)	142342
Myers, Donald Cliff (Cliff)	167843
Myers, Holly G	168922
Myers, Mary E	131282
Myers, Reni M	140428
Myers, Russell L	107017
Narbit, Thomas S JR	103653
Nash, Rodney A	107023
Nassar, Barry L.	236595
Nassar, Larry J	131315
Natale, James F III (Jim)	182099
Nelson, Bruce H	103667
Nelson, Mary F	103671
Nelson, Richard K	131357
Nero, Kathleen C	256168
Nething, Shirley A	107026
Nething, Wayne L	107027
Newby, Frank	131367
Newman, Bryan A	103686
Newman, Kelly	161037
Newman, Ronald A	107030
Newsome, Brian	236228
Nguyen, Nathan D	258144
Nice, Benjamin D	107031
Nice, Jacob W	131393
Nichols, Terry Lee	107033
Nickl, Jeffrey	255861
Niven, Robert M	107034
Nonette, George	257313
Nope, James R	131434
Northcraft, Carla K	131447
Northcraft, Ralph E	131448
Norwood, Travis C	131455
Novel, Anthony F	131459
Nugent, Donna Mott	126638
Nunez, Benjamin D (David)	153584
Nunez, Eric D	257783

Full Name	PPG ID
Nunez, Thaddeus M	168255
Oakman, Andrew L	131472
Oathes, Ronald J JR	234600
O'Blanc, Jerod W	153252
O'Brien, Kelly S	131483
Oden, Jeremy M	228569
Ogle, Crystal G	229322
Okarma, Janet L	107043
Oligher, Timothy P	201704
Oliver, Joey J	131520
Olivier, Gregory	109974
Olivier, Rosemary D	256750
Olson, Jeffrey L	131529
Oney, David K	106092
Onken, Richard G	131543
O'Quinn, Cory J	103777
Orebeaux, Jerry J	230531
Orsot, Rico L	103788
Orsot, Stacie C	103789
Ortego, Keith W	131563
Ottenweller, Daniel J	103800
Overstreet, Robert C	131586
Overstreet, Ruth A	103807
Owens, David N	103811
Owens, Rodney S	228866
Ozment, Jennifer L	160259
Pagan Rodriguez, Lettice M	107055
Page, Jason P	131618
Palombi, Anthony T Jr	261085
Pancake, Daniel K	109998
Pankiewicz, David P	103849
Papillion, Burnell J	131648
Papillion, Craig J	131649
Pappillion, Morris W (Wayne)	131651
Pappion, Berchman J	131652
Parker, Bryan A	103860
Parker, Jason T (Todd)	142118
Parker, Julie A	131661
Parker, Robert N	131674

Full Name	PPG ID
Parker, Vickie L	142376
Parks, Brent	111495
Parks, Melanie C	140202
Parks, Nola J	131691
Parr, Travis Lee	255478
Parra, Ricardo	155504
Parrott, Dawn M	234627
Parson, Cynthia L	107064
Patterson, Marlene V	103888
Patterson, Ramona K	132359
Patton, Colby E	131741
Patton, Jeffrey O	201378
Pavone, Anna Marie	257016
Payne, Robert B	160308
Pearson, Donald B (Bruce)	199310
Pearson, Donald K	103905
Peet, Michelle D	103916
Pelican, Toby J	141767
Pellish, Terrence L	107072
Pennell, Tamera D	110019
Pennell, Timothy R	103928
Perez, Nelson E	106109
Perkins, Keith D	131833
Perkins, Toby F	103941
Perrodin, Nicholas B	231764
Perry, Gerald L	103947
Perry, Jeffrey C	131841
Persinger, Kimberly A	132430
Persinger, Samuel L	131853
Petross, Chad P	230408
Pharr, Mary Margaret (Meg)	103975
Pharris, John Q	155779
Phelps, Helene A	107078
Piatt, Scott M	131926
Piciacchio, Sharon G	103989
Pickens, James Z	131927
Pickens, Stanley R	103990
Pierce, Stephen G	131943
Pinchok, Diana L	107082

Full Name	PPG ID
Pinson, Joseph J (Jude)	131958
Pisarchuk, Timothy L	234628
Pittman, David Lee	104012
Plaisance, Chancey W	142988
Plauche, Andy P	104020
Plauche, Bryan J	155806
Pleskonko, W Scott	104024
Plumbar, Ronald P	131984
Poepping, Julia M	104033
Pollet, Brandon M	236390
Polus, Joseph M	104049
Porter, Gail K	106485
Porter, Timothy W	201219
Potter, Jonathan L	185946
Potts, Jonathan	261086
Pouchie, Tonia D	132039
Pousson, Brandon L	141250
Powell, Pamela S	104070
Powers, Allen R	104072
Presseisen, Scott	234603
Price, Alex L SR	132073
Price, Thomas A	132080
Proctor, Julie H	234589
Prosser, Joel A	180775
Pryor, Terri L	111559
Pundt, Daniel C	132117
Pyles, Calvin L	177953
Pyles, Matthew H	259644
Pyles, Robert J	132134
Pylypchuk, Katherine L	132135
Query, Kenneth	104123
Quinerly-Yuricha, Darla J	107103
Quinn, Aaron J	132147
Quinn, Frances C	107104
Ramirez, Abran J	107110
Ramirez, Jeff	261137
Ramos, Mario L	132195
Randle, LaDonna M	197763
Randolph, Steven D JR	234629

Full Name	PPG ID
Rannekleiv, Branden E	181023
Ranpariya, Nikunj D	197690
Raper, T B	107116
Ravander, David R	234573
Rearic, Melanie M	139505
Reber, Vernon L	132262
Reddin, Patrick J JR	104194
Reed, Dayna L	106620
Reed, Diana L	104201
Reed, Russell K (Kyle)	104203
Reed, William K (Keith)	132291
Reeves, Brian B	111586
Reeves, Jr, Ronald K	181219
Rega, Robert K	104206
Reinecke, William E (Bill)	104218
Rene, Joseph H	132322
Reneau, Kenneth C	259595
Rentfrow, Jeffrey W	230141
Rentrop, Emily	104227
Reppond, Ryan Y	255958
Rewerts, Larry J	104235
Reynolds, Benjamin D JR	104240
Reynolds, Luke E	111599
Reynolds, Terry R	104246
Rhodes, Paul D	258152
Rice, Richard L JR	104255
Richard, Blanche	161462
Richard, Clint Gene	253757
Richard, Daryl W	168257
Richard, David C Jr	158806
Richard, Heather A	167220
Richard, Jason D	230532
Richard, Joseph W (JW)	104259
Richard, Michael	176265
Richard, Michael W SR	132370
Richard, Mitchel D	132371
Richard, Robert J	200161
Richard, Sandra Y	107135
Richard, Timothy W	132373

Full Name	PPG ID
Richard, Todd W	230717
Richards, Brian W	178174
Richardson, James P	180443
Richardson, Jerome J	132387
Richardson, Kathy J	132388
Rideau, Derek James	132402
Rideaux, Steve A	132404
Rideaux, Steve A II	197335
Riggs, Hubert	132423
Rimlinger, Joel J	104286
Rine, Lane P	104287
Rine, Michael J	132431
Rine, Robert D	107143
Rion, Kelvin R	132434
Ritter, Charles L	132446
Ritter, Michelle I	104301
Ritz, Larry G	107146
Roach, Elmer L	104306
Robart, Jennifer	155505
Robbins, Jeffrey W	142228
Robbins, Jeremy J.	235814
Roberts, Brian A	189890
Roberts, David E	132484
Roberts, Douglas E	107148
Robertson, Roland L	104322
Robicheaux, Cedric J JR	132506
Robinson, Gilbert L	107152
Robinson, Joseph W	201380
Robinson, Larry G	104332
Robinson, Mary M	132532
Rock, James D	104338
Rodriguez, Alberto JR	104344
Rodriguez, Sherell M	234894
Rogers, Amber D	257962
Rogers, Michael L	189891
Rogers, Vincent K	132595
Romero, Lena M	132618
Root, Timothy M	234574
Rose, Scott H	132640

Full Name	PPG ID
Rosenberger, Leland W	198936
Ross, Lyle A	104385
Ross, Russell C	132668
Rougeau, Crystal G	195336
Rousell, Donovan B	195337
Routh, John E	176513
Rozas, Frank D (Danny)	104404
Ruble, Elizabeth R	110114
Ruckman, Barbara E	132709
Ruffin, Eunice M	104413
Ruiz, Pablo JR	107174
Rumery, Mark W	132723
Rush, Allen L	132731
Rush, Douglas L	258528
Rush, Paul E	107176
Rusnak, James E (Jim)	104431
Russell, Richard R	132747
Rutherford, Brent A	107177
Sakowicz, Walter M JR	104462
Saldana, Hugo E	236245
Salter, William F (Billy)	104470
Samms, Lawrence D	132797
Sanchez, Stephen E	104477
Sands, Mark W	132827
Sandvik, Jodi L	107186
Santonas, David M	104487
Sapp, Charles S	132848
Sapp, Karen J	107190
Sapp, Richard L	104491
Saulnier, Gregory J	108162
Savell, Michael W Jr	201377
Savoie, Anthony R	258785
Savoie, John E	132866
Scaief, Nicholas	234581
Scalia, Dennis A	132876
Scallan, Guy B	132878
Schafer, Jerry A Sr	141771
Schafer, William J	104518
Schaller, Melodee L	107197

Full Name	PPG ID
Scharff, Angie S	143881
Scherf, Thomas E	107198
Schessler, Julianne K	200608
Schexnayder, Lawrence E	257636
Schexnider, Scott M	234388
Schiffman, Frank E	104543
Schindler, Tony F	107201
Schmidt, Michael G	104554
Schmitt, Andrew E	104556
Schoenman, Erik A	104567
Schroll, Anna F	155777
Schumacher, Shirley J	171164
Schussler, Henry W	104585
Schwenk, Robert E	178539
Schwenneker, Charles G	107213
Scollick, David A	132947
Scott, E Marie	106301
Scott, Wilson G	132970
Scroggins, Johnathan W (John)	104614
Seaford, Stan	110155
Sealund, Donald R	259008
Seamons, Shanin C	132982
Sears, Perry L	132983
Sederburg, Erin T	234630
Sedgmer, Susan L	108188
Self, John G	201106
Semien, David W	133012
Semien, Ivan C	160744
Semien, Nolan	133015
Semien, Steven J	133016
Sensat, Allen W	133018
Sevebeck, Eric W	104655
Shamburger, John P	104668
Shanley, Kevin F	198233
Sharp, Carolyn E	107223
Sharpton, Robert E	133070
Shaw, Scott L	133080
Shaw, William A	133083
Shearer, Mark P	141751

Full Name	PPG ID
Shelton, Dennis R	107227
Shepardson, Eric W	155022
Shepherd, Anthony P	133104
Shepherd, Jerry D	133106
Shepherd, Timothy B	133107
Sherwood, Scott	104713
Shives, Robert A	108200
Shook, Ricky V	107231
Shrieve, Tracy L	107233
Shuff, Frederick Neal	133175
Shumate, Douglas C	133192
Sias, Tarsha P	133198
Sias, Walter R SR	133199
Sibley, Waymon B	133200
Sigmund, John A	104742
Siler, Andrew F	104744
Simien, Michael G	133214
Simmons, Michael P	182842
Simmons, Rory B	231233
Simon, Bradford J	195338
Simon, Ryan M	145168
Simon, Thomas JR	133233
Simons, Judy C	133234
Sims, Narvey D	145174
Sims, Nicole E (Nikki)	133257
Sinclair, Mark J	104769
Singleton, Ronald J Jr	257074
Singleton, Ronald J SR	133268
Sivek, Brandon B	253195
Skrypek, Linda G	107242
Slaughter, Kiana L	139791
Slaydon, William M	133304
Slie, Charles S	133306
Small, Barbara T	104805
Smetana, Michael A	234579
Smith, Alex J	234631
Smith, Alton M	133330
Smith, Bonita J	133341
Smith, Chris D	104819

Full Name	PPG ID
Smith, Dana M	134825
Smith, David C	133362
Smith, David L	145060
Smith, Jackie R	228495
Smith, James C	133392
Smith, James S	133398
Smith, Jamie G	133400
Smith, Joshua E	234632
Smith, Laddie D	133423
Smith, Larry S	108230
Smith, Leslie K	133429
Smith, Mark V	167241
Smith, Ronica L	107264
Smith, Shari R	111770
Smith, Terry P	104867
Smith, Tracey L	133480
Smith, William Mark	133483
Smithart, James (Mike)	231761
Sobota, Gary R	136408
Soileau, Janice M	133522
Solomon, Jeffrey D	104894
Sonnier, Ernest JR (Ernie)	133534
Sonnier, John E	133536
Sonnier, Ronald B	180927
Sossamon, Terry L	133541
Speaks, Keith E	104912
Specht, Scott L	253262
Spencer, David M	107278
Spencer, Robert D	260914
Spier, Todd A	104919
St Romain, Louis J II	235955
Stackpole, Calvin R JR	107279
Stafford, Terrell J	133628
Stamper, Larry J	104940
Standiford, William R II	133647
Stantz, Donald E	107282
Starkey, Daniel L	133665
Starkey, James M	133669
Starkey, William S	104951

Full Name	PPG ID
Starling, Kenneth II	261138
Stephen, D Rebecca	110235
Stephenson, John W JR	104976
Stermole, David A	104982
Stevens, Baby Anne T	234596
Stevens, Byron J	133720
Stevens, Herbert G II	230601
Stewart, Charles F (Chuck)	104992
Stewart, David G	133735
Stewart, James B	104993
Stewart, James L	133739
Stewart, Jeffrey S	107287
Stewart, Richard E	133745
Stitt, David K	108252
Stockman, Kevin	133760
Stokes, Michael J	133762
Straub, Gary A	156310
Strauss, Seumas J	234697
Street, Chad K	107297
Street, Craig K	107298
Striker, John D	230575
Stroderd, James D (Donnie)	142117
Strother, Charles S	177659
Strothers, Ronald S JR	107299
Stuchell, Bethany M	261281
Stump, Don O	158407
Stutes, Sheldon G	111812
Suarez, Christopher J	133846
Suarez, David R (Robert)	133847
Suarez, Marlin K (Kim)	133849
Suarez, Pamela J	107304
Sulinski, Lori L	105057
Sullivan, Bruce A	105059
Sullivan, Collin J	133857
Sullivan, Pat Fred Jr	252866
Sullivan, Ricky L	133859
Sumpter, Rodger A	160451
Sumrall, Benjamin M.	252514
Surface, James M	133870

Full Name	PPG ID
Suydam, Jeremy S.	258566
Swallow, William M	133897
Swartz, Jason E	200162
Swartzmiller, Robert W	153319
Swofford, Marty A	234636
Taha, Khalid S	259439
Talbert, Kontahlee	176311
Tallent, Don S	108270
Tallman, Troy D	107315
Tam, Steven W	110269
Tanner, Roosevelt JR	111824
Targosky, Richard S	177662
Tatum, Katie E	236186
Taylor, III, Melvin F	185878
Taylor, James T	105118
Taylor, Kenneth M	133977
Taylor, Michele T	105122
Taylor, Ricky L	176244
Taylor, Russell L	178622
Teague, Donald E	186468
Tedesco, Mark S	134002
Temple, Harold L Jr (Len)	166757
Tepe, Dennis S	183513
Terry, Paul D	105140
Tester, Ramona L	234638
Thevenot, Robert J	105147
Thibodeaux, Brian K	134041
Thibodeaux, Craig	134042
Thibodeaux, Darryl K	134043
Thibodeaux, Gregory M	134044
Thibodeaux, Joseph L	134045
Thibodeaux, Lynn A	134046
Thibodeaux, Wyman L	134048
Thigpen, Donald R	134050
Thomas, Carl	108278
Thomas, Christopher A	260554
Thomas, Christopher M	184147
Thomas, Deidrick T	250962
Thomas, Eddie J	134061

Full Name	PPG ID
Thomas, Lonnie R	134072
Thomas, Lynn A	134073
Thomas, Michael W	134077
Thompson, Beverly J	134094
Thorn, Eric M	252506
Thorngate, Eric W	261087
Thrasher, Bill D	134149
Throckmorton, Robert C	107332
Thumma, William	236436
Tibbits, Douglas A	105189
Tiefenbach, William S	256762
Toerner, John P	229049
Tollett, Dennis L	105205
Toman, John W	134192
Tomblin, Stephen S	143704
Tomlinson, Johnny M	134195
Tooke, David H	229756
Tooke, Dennis A	231403
Tooke, Lisa S	105216
Topping, Gary W	105221
Torres, Martin C	134214
Touchstone, John T	196358
Tracy, Joseph D	105237
Trahan, Don G	134233
Trahan, Donald B	134234
Trahan, Gregory D	105241
Trahan, Jessica L	159214
Trahan, Patrick W	134235
Trahan, Susan T	107343
Trahan, Virgil D	134236
Travis, Thomas B	134242
Trevino, Jorge A	222759
Trevino, Susan R	234586
Trevino, Troy R	234637
Trouard, Benton D (Ben)	105256
Trouth, Paul E II	134278
Tucek, Trey A	158802
Tucker, Ronnie G	105265
Turano, Michael A	134309

Full Name	PPG ID
Ueltschy, Bryan W	107363
Urdiales, David G	161370
Valentine, Bradley S	134368
Valentine, Walter P	134371
Vallette, Christopher M	141247
Vallette, Jonathan T	134374
Van Winkle, Julie C	134403
Vance, Mark D	231708
Vanderlick, Brian D	233906
VanDyke, Psyche F	144851
Veillon, Tim W	134427
Verret, David B	105357
Vezina, Joseph P	134441
Vidrine, Cody A	182527
Vidrine, Gregory J	134449
Vidrine, Hans M	159929
Vidrine, Warren	105364
Vige, Carl B	134454
Vincent, Barry L	134469
Vincent, David A	134470
Vincent, David W	107376
Vincent, Heath B.	155125
Vincent, Michael S	107377
Vincent, Terry L	105370
Vincent, William B (Bill)	134479
Vinson, John W	134483
Virden, Donald E JR	134488
Vital, Earl O Sr	134489
Vitale, Gregory A	105374
Voge, John A	199309
Waak, David	110349
Waggoner, Eric L	107381
Wagner, Reginald E	107383
Waldon, James E	107385
Walker, Adam P	257784
Walker, Damon L	134541
Walker, Marlene M	105416
Walker, Terry L	134569
Wallace, James E JR (Jimmy)	105428

Full Name	PPG ID
Walton, Daniel A JR	107391
Walton, Fred A	105450
Warmus, John	105466
Warner, Clifton C	167701
Washington, Larry J	134659
Washington, Micheal A	134660
Washington, Shamika T	140931
Wasson, Paul P	134666
Watkins, Christopher J Sr	106226
Watkins, Marcus James	230604
Watson, Andrew W	198673
Watson, Charles A	168213
Watson, John M	107395
Watson, Nathaniel W	107396
Weaver, Leah A	127915
Webb, Robert D	234607
Weekley, Pamela S	134763
Weekley, Rodney D	134764
Weeks, Scott D	134767
Weeks, Shawn M	180312
Weizenegger, Zachary S	257311
Welch, Bobby G	252759
Welch, Clayton M	253557
Welch, Marie F	234588
Wells, Ricky L	107401
Wells, Robert A	134799
Wesley, Keith L	107404
West, Gregory R	105544
Westbrook, Cloyde J	107405
Wetzel, Rhett R.	145128
Wetzel, W R JR	134826
Whatley, Terry B (Brent)	142115
Wheeler, David A	107408
Whipple, Patricia	105556
White, Charles J (Chuck)	105559
White, Ebin A	107410
White, Joseph S	259645
White, Marvin D	177797
White, Roger D Jr	156311

Full Name	PPG ID
White, Sheila G	167642
White, Stuart Lamar (Lamar)	105568
White, Thomas E	134884
Whitehead, Brennan	260514
Whitehead, Vicki L	134897
Whitehurst, Peggy C	105572
Whittaker, Linda M	134911
Whittington, Raymond	154821
Whorton, John D	134916
Widener, Jennifer L	111942
Wiedl, Douglas J	134924
Wilburn, Mark A	105594
Williams, Atrondra R	231181
Williams, Catherine E	101093
Williams, Gerard D	155805
Williams, Harvey L Jr	230722
Williams, Jason C	257781
Williams, John D	226273
Williams, Kevin B	251911
Williams, Michael G	135012
Williams, Nelson II	176396
Williams, Rose M	135026
Williams, Samantha A	257574
Williams, Walter F (Wally)	105623
Williamson, Ronnie L	135040
Willis, Keith D	135053
Wills, Rocky W	175796
Wilson, Andrew R	236499
Wilson, Jeffrey M	105644
Wilson, Joseph M	135086
Wilson, Mark A	105650
Wilson, Michael G	105651
Wilt, Matthew C	233827
Wingo, Jacob	259724
Winters, Michael H	140200
Winters, Steven L	258353
Wolkoff, Carol P	105691
Wood, John D (Danny)	135187
Woods, Gary S	105710

Full Name	PPG ID
Woodyear, Mark E	105715
Worthy, Richard J	111983
Wright, Brian L II	235422
Wright, Charles W	105726
Wright, William H	105731
Yeater, Kevin A	135314
Yellott, Edward S	135316
Yetsko-Krol, Mary F	256830
Yoho, David B	135337

Full Name	PPG ID
Yoho, Vicki L	107443
Young, Daniel	107444
Young, Marie T	105769
Young, Ruby J	135376
Zahm, Chris	108387
Zahnow, Thomas P	135391
Zajdel-Letzelter, Alana R	105794
Zeigler, Charles C	116787

Canada

Full Name	PPG ID
Banoub, Georges	108408
Beaupré, Luc-Alain	230807
Black, Sylvie	108432
Boisvert, Christian	186001
Bourgie, Mario	144402
Campbell, Alexandre	230929
Desilets, Rolland	108516
Dionne, Michel	108521
Drainville, Denis	141946
Fredette, Steve	160022
Gagnon, Nicole	258729
Girard, Louis	110914
Girard, Stephane	116735
Guay, Louise	172742
Hall, Michael	108582
Isabel, Marie-Eve	225626
Jetté, Andre	155767
Labrie, Guillaume	177803
Lupien, Patrick	228808
Léger, Daniel	111248
Léveillé, Benoit	153071
Quinn, James J.	108770
Rioux, Carol	111616
Roy, Martin	108795
Santerre, Jacques	108799
Sicard, Jean-Sebastien	110187
Spenard, Gilles	110217
Therrien, Andre	178651
Beaudoin, Richard	110499
Belisle, Serge	109134
Bergeron, Claude	110514
Bonhomme, Michel	109174
Bouchha, Hassan	158850
Boulet, Luc	109182
Boyer, Erick	167920
Brunet, Marco	181050
Charlebois, Yannick	141604
Chen, Bo	180193

Full Name	PPG ID
Daoust, André	118959
DeRepentigny, Eric	168676
Faubert, Suzanne	109445
Feeny, Rachel	109451
Fortier, Serge	139588
Gagner, Jeannine	109488
Gagné, Marie-Claude	159743
Gauvin, Mathieu	230948
Gingras, Denis	141603
Giroux, Benoit	234157
Godin, Maxime	141602
Grenier, François	232713
Grondin, Jocelyne	110966
Guay, Daniel	109538
Guillemette, Gilles	109542
Haineault, Denis	109559
Houde, Sylvain	159796
Lafleur, Jean-François	154627
Lafleur, Jean-Georges	119380
Landry, Hubert	111217
Laniel, Lyse	109734
Laurin, François	109743
Lavoie, Claude	109746
Lavoie, Richard	166840
Lebel, France	109753
Leduc, Claude	111243
Leduc, Martin	111244
Lefebvre, Luc	229672
Levac, Thomas	109763
Levasseur, Jacques	109764
Lussier, Marc	109795
Léger, Yannick	180192
Maheu, Guy	109808
McSween, Jean-Claude	109873
Mendez, Roger	226459
Messier, Christian	168448
Montpetit, Pierre	119605
Moïse, Pierre Luc	234347

Full Name	PPG ID
Moïse, Réjean	119604
Nadeau, Michel	111449
Nadeau, Sébastien	168038
Nadon, Serge	109936
Picard, Kevin	236563
Picard, Michel	111534
Piché, Patrick	119709
Piette, Alain	110033
Poirier, Réal	119726
Poissant, Ronald	110043
Poupart, Yves	110050
Quevillon, André	110057
Raymond, Eric	144530
Reid, Donald	119754

Full Name	PPG ID
Reid, Guylaine	111588
Rodrigue, Alexandre	200650
Routhier, Ginette	110111
Santerre, Thomas	197662
St-Jacques, Richard	180189
St-Onge, Robert	110241
Thériault, Michel	119939
Thériault, Roger	119940
Trahan, Armand	167911
Turgeon, Yves	110314
Vargas, Leonardo	233027
Viau, Alexis	234348
Viau, Mario	110340

Non-USCA

Full Name	PPG ID	LOCATION
Oscos, Gustavo Adolfo	109984	PPG IND de MEXICO S.A. de C.V. (CHE)
Uthurriague, Daniel	113989	PPG IND. SALES, INC.- PARIS BRANCH (CHE)
Yen, Chien-Cheng Art	112093	PPG IND. INT'L. INC. - TAIWAN BRANCH (CH

Exhibit B

Former Spinco Employees

United States

Full Name	PPG ID
Abbott, Charles W	123834
Abel, Dianne S	140726
Abraham, Fred	100008
Abshire, Curliss J	120677
Abshire, Harvey R	123856
Adams, George C	217118
Aguilar, Rodolfo	106253
Alberssen, Mark A	214337
Alcock, James R	123934
Alexander, Joyce A	217037
Alexander, Patricia P	140467
Alexander, Robert N	143166
Alfred, Peter	143338
Alleman, Joseph B	100047
Allen, Daniel R	143239
Allen, Frances I	106258
Allen, James H	140436
Allen, John I	107459
Allen, Kathie L	106261
Allen, Randy D	110431
Allen, Victoria Jane	162709
Allison, Virgil O	163350
Almany, Donald M	140258
Amos, Edward V	236881
Amos, Finley D	152602
Amos, Patricia L	124022
Anderson, Dale G	140570
Anderson, Glenn J	207714
Anderson, Mary Frances	236905
Anderson, Nickerson J	139900
Anderson, Shirley Ann	236912
Andreas, William	152570
Andrews, Charles M	152573
Andrus, Justine	217061
Andry, Rebecca L	149729
Angus, William H	140287

Full Name	PPG ID
Ankenbruck, Joel C	107471
Antoine, Clifford	236963
Antoine, Lawrence	217432
Anzalone, James W	152589
Arabie, M L	152582
Archer, Cynthia L	124095
Archer, N A	124097
Ardooin, Debra S	158391
Ardooin, John C	141166
Ardooin, John W	124102
Ardooin, Wesley J JR	152597
Armentor, Sidney J	152593
Armstrong, John B JR	140193
Arnaud, Iry J	152576
Arnold, Paul R	217253
Arnold, Ronald J	124133
Ash, Donald R	237035
Ash, G Brent	124145
Ash, Jordan D	259715
Ash, K E	152607
Ashby, Kevin W	217081
Aston, Linda K	124157
Athey, William R	100148
Atkinson, Raymond L	152609
Augustine, Junius	164521
Avery, George O	140451
Axtell, Lowell J	106279
Axtle, Richard A	109104
Babaz, Carlos	109106
Babe, Glenn H	162453
Bachman, Mae Imogene	237116
Bacon, Betty J	237121
Bacque, Larry L	140578
Bailey, Larry G SR	124216
Bailey, Thomas A	221953
Baker, Bernice M	110469



Exhibit B

Full Name	PPG ID
Baker, Carl E	106286
Baker, Dian A	100184
Baker, Judy L	106288
Baker, Karen D	124237
Baker, Michael J	124242
Baker, Ronald M	124248
Baldwin, John B	141081
Balser, Glowel G	141935
Barber, Forrest H	100212
Barbre, Jeffery	124314
Bares, Michael R	100220
Barker, John E JR	100224
Barnes, Richard J JR	107494
Barrax, Judith A	237309
Barrilleaux, Clay	124376
Barrios, Gillis W	124377
Barrow, Harvey L	124380
Barrow, Justine N	217488
Barry, Veda L	224526
Barth, Raymond K	100247
Barton, Johnie W	100251
Bass, Howard C	142078
Bates, Paul A	202701
Batson, James L	142223
Batton, Bonnie L	207597
Batton, Charles M	124414
Baudoin, Daniel K (Danny)	141249
Baumberger, Nancy L	237390
Baxter, George R	165992
Baxter, Helena T	237395
Bayle, Lawrence E SR	100268
Baynard, Roger E	107500
Beale, Raymond L JR	207403
Bean, Charles L	141304
Beatrice, Anthony J	142611
Beavers, Robert J	109127
Beck, Carolyn C	217486
Beckman, Ervin W JR	143107
Bedenbaugh, Garnett F	217095

Full Name	PPG ID
Beegle, Burl J	142945
Beegle, Michael D	124489
Beeler, Ramon N	100294
Begnaud, Marla Kae	111656
Belcher, Ronald E	217263
Belken, Sharon J	174326
Bell, Bonnie M	207653
Bell, Jerry W	110507
Bell, Michael L	124512
Belli, Angelina M	143616
Bellon, Charles W	100312
Bellow, Dorothy	237534
Bellow, Hilton	124524
Benesh, Bob A	143451
Bennett, George H JR	143438
Benoit, Curt A	107512
Benoit, Edward	237580
Benoit, Eva L	180555
Benoit, Gable	143784
Benoit, Jules A	217003
Benoit, Norma Jean	237581
Benoit, Ruston L	124549
Benoit, Wilson L	143593
Bergeron, Joseph D	143690
Bergeron, Judy A	237603
Berisford, Joshua D	109140
Berry, Charles R	100350
Berry, Luther W	124581
Berry, Ronald C	143843
Berryman, Clement C	143845
Bertrand, Clarence J	217463
Bertrand, Donald R	143859
Bertrand, Garland R	143860
Best, Lester E	124597
Biagas, James R	144061
Biggs, William A III	217892
Bigley, Daniel R	144148
Billeaud, Paul D	124628
Bills, George E	100376

Exhibit B

Full Name	PPG ID
Binford, Dennis H	124633
Bingham, Ruby A	237681
Bishop, Floyd L	144323
Bishop, James W	106342
Bishop, Mary A	124646
Black, John M	110524
Black, Patsy Gail	180336
Blatt, Ernest L	165069
Blythe, Robbin E	210268
Bockhorn, Ricky E	217970
Bodden, Nix O	218434
Bogdan, John R JR	216050
Boggs, Jack L	145231
Bohrer, Michael R	100443
Bonner, Steven M	145254
Bonvillain, Robert H	124794
Booher, Danny R	124795
Book, B H	124797
Book, Hester G	159108
Boone, Dottie H	237907
Booth, Genevieve	237915
Booth, Madlyn J	145261
Borda, Edwardo R	124812
Borel, Joann E	237926
Borel, Larry J	145266
Borman, Jay O	237928
Boshell, Nancy P	106360
Boston, L Eugene	164194
Boston, Neville A	145277
Bosworth, James B	145280
Boucher, Louis A	161679
Boudreaux, Otis W	106361
Bouillon, Gloria D	145285
Boullard, Wickley J	145286
Bourdier, Eva C	145288
Bourgeois, Christene	237969
Bourgeois, Richard M JR	217182
Bourque, R L JR	124841
Boutet, Sabine M	155704

Full Name	PPG ID
Boutte, Howard J	124843
Boutte, Ralph J JR	106363
Bowen, William H	124856
Bowers, David L JR	145298
Bowers, Mary E	160068
Boyd, Nathan	178870
Boyd, Virginia A	238019
Boyette, James H	100508
Boykin, Joan A	238029
Boyles, Jerry L	100513
Bradley, Jimmie A	107531
Bragg, Larry E	145333
Brahm, Janelle B	124925
Brant, Robert E JR	206962
Brantley, Johnny L	124933
Breaux, Austin J	162321
Breaux, Charles E	145352
Breaux, Manuel R	145354
Breaux, Maureen M	124947
Breaux, Melvin T	107535
Breaux, Patricia R	222730
Breaux, Ronald T	124948
Breaux, Wallace J	124951
Bresley, Allen G	219110
Briley, Richard L	100560
Briscoe, Tina P	107544
Brookover, Jackie C.	145393
Brookover, Melvin L	145394
Brooks, Charles L	145396
Brooks, Connie L	145398
Brooks, Huey R	145400
Brooks, Julia R	207629
Brooks, Patricia A	106380
Broughman, P N	125051
Broussard, B A	125055
Broussard, Daniel R	106381
Broussard, Joseph L	100582
Broussard, Katherine	217441
Broussard, L Gene	145404

Exhibit B

Full Name	PPG ID
Broussard, Lillian M	238172
Broussard, Paul G	125058
Broussard, Ronald G	145406
Broussard, Russell J	125059
Broussard, Terrell J	125060
Brown, Alvin M	145410
Brown, Barbara C	238176
Brown, Irene J	145421
Brown, Kenneth S	216996
Brown, Linda	160099
Brown, Roy L	106389
Brown, Tommy G	145438
Brown, Vernon M	163078
Browning, Frank C	100603
Bruce, Mitchell V	100606
Bryeans, Tommy G	125145
Buck, Grace L	145466
Buck, James D	125155
Buck, Paul S	164883
Budge, Ray J JR	100625
Budwine, Jimmy L	145474
Buller, Ennis W	145476
Bunderson, Doyle N	109220
Burgess, Linda	238345
Burgey, D R	106395
Burkart, Raymond V JR	217494
Burke, Judy Gay	145500
Burke, R Greg	125210
Burkhart, Patricia B	207618
Burks, Samuel V JR	163279
Burleigh, Carlyn L	238365
Burleson, Jessie C	220163
Burnett, Daniel E	106398
Burns, Steven W	125240
Burress, Carol A	157813
Burton, Mary J	145516
Burton, Mary Jo	238400
Burton, Rae R JR	145517
Bush, Cecil J	145521

Full Name	PPG ID
Bushnell, Paul D	125277
Butler, Gordon F JR	145530
Butler, James H	158358
Butler, Marie G	145533
Buttikofer, Edward	145536
Butts, Bryan K	158384
Byars, April S	100686
Byars, Carole	177853
Byars, Robert P	100687
Byers, Sherilyn M	217403
Byrne, Paula B	217053
Cady, Ronald L	217100
Cagle, Marion C	145554
Caillouet, E Winston	100697
Cain, Paul E	145558
Cains, Joseph J	125337
Caldwell, R C JR	125349
Caldwell, Robert C SR	100704
Caldwell, Sherry L	125929
Calhoun, James S	145565
Callahan, John T JR	125363
Campbell, Leon J	125405
Campbell, Linda B	125406
Campbell, Pamela A	125408
Cannon, Marshall C	145603
Carlin, George T	145620
Carlquist, Sharon K	106418
Carmichael, David P	145624
Carney, Patricia A	145628
Carpenter, Benita K	106422
Carpenter, John R II	100758
Carrier, Linda A	106425
Carrier, Peter C	125486
Carrier, Vivian Q	145640
Carroll, Larry G	125492
Carroll, Marilyn R	238622
Carroll, Ruth R	238624
Carson, Elton E	145650
Carter, Earnest L	125502

Exhibit B

Full Name	PPG ID
Carter, Floyd E	175056
Carter, L Wayne	217493
Casanova, Leonard M	145659
Cascio, Selina C	106428
Casey, Lorraine T	214951
Casto, James R II	125545
Caston, Alvin R	125546
Cavender, Virginia M	238706
Ceasar, Curtis J	145683
Ceasar, Orez	125568
Chaisson, Claude A	110634
Chaisson, Don E	125586
Chamberlain, Gwendolyn	184198
Chambers, J Darryl	159268
Chambers, Jerry D	125591
Champagne, Byron P	106433
Chance, Donna L	238753
Chapman, Clarence	145708
Chapman, Jason A	125619
Chapman, William H	217329
Chargois, Marvin J	125625
Chase, Cynthia M	106435
Chase, Wayne P	125634
Chavis, Joseph O	125646
Cheatham, Carson De-wayne	107591
Chenier, Benjamin A	125655
Chesson, L B	145725
Chiasson, Robert M	100824
Christen, Walter Roy	145740
Church, David B	100839
Cimini, Joseph R	100844
Citizen, Orelia J JR	145764
Clapperton, Jo J	155851
Clark, Betty J	238886
Clark, Dennis H JR	145772
Clark, Iva V	238900
Clark, Joseph R	161862
Clark, Linda J	100866
Clegg, Alberta L	238931

Full Name	PPG ID
Clegg, Charles E	106445
Clemens, Glenwood A	158617
Clement, Sidney	145796
Clements, William L	100880
Clifford, Kathleen E	204117
Clifton, Dennis W	125756
Clifton, Wayne S	125757
Cloutman, Evelyn D	178549
Cobb, Elijah R	145807
Cobb, John H	163351
Cochran, Lloyd A	125783
Cochran, Vernon D	145815
Coker, Jay F	145820
Coker, Robbie	110238
Cole, Freddy A	125804
Cole, James O	238994
Coleman, Bradley W	161538
Coleman, Jessie	145828
Collins, Christopher G	100921
Collins, Cliff	145835
Collins, Dewanda M	158376
Collins, Herbert L II	125830
Collins, Lorenzo M	125832
Collins, Roger D	125837
Collins, Theodore JR	145841
Comeaux, Clinton J	175076
Comeaux, James E	125854
Comeaux, Leo C	145845
Conner, Shelley E JR	145864
Conrad, Dennis G	125880
Cook, James B	100956
Cookson, Lois J	145893
Cookson, William K JR	163025
Cooley, Buford Vernon	125909
Cooley, Charlotte M	239136
Cooley, Pat A	125910
Cooper Hearne, Linda R	100971
Cooper, Curtis R	145898
Cooper, Marjorie A	149707

Exhibit B

Full Name	PPG ID
Cooper, Monna K	125926
Copeland, Johnny L	125939
Corbello, Thomas R	125949
Cormier, Alvin R	125955
Cormier, Chester J	145915
Cormier, Jeffrey D	106469
Cormier, Lois L	239179
Cormier, Ronald L	145916
Cormier, Theresa	239181
Cormier, Travis J	239182
Cormier, Walter J	145917
Cornelius, Roland R	100982
Cornett, Bobby T	125965
Cornett, Christine J	239186
Corry, Levell	145925
Coulter, Carol A	145940
Coulter, Gerald L	217027
Courmier, Arty O	126001
Courtney, James D JR	145944
Courville, Dinah H	217155
Courville, Joyce M	239222
Cowart, Mark A	101001
Cox, Jerry W	218610
Cox, T F	106472
Cozart, French V	145955
Cozart, June B	106473
Cozart, Terrell D	106474
Crader, Ernest L	126037
Craven, Jimmy J Jr	224555
Crawford, Charles J	145972
Creer, John W	126071
Croasmun, Henry Louis	145991
Crochet, Jasper C	107633
Crochet, Jessie JR	126075
Crochet, Sarah G	239340
Crompton, Charles E	162824
Cromwell, Margaret B	146462
Cross, James C	146000
Crow, Charlotte V	160912

Full Name	PPG ID
Crow, Patricia L	239368
Cryar, James C	146024
Cryar, Thomas E	126128
Culley, J L	126132
Culley, Leonard F	139721
Culp, Jimmie L	146035
Cumblidge, Joseph P	126136
Cumblidge, Paul R	146038
Cummings, Mike J	126137
Cunningham, Hilda	239422
Cunningham, James B	126141
Cunningham, James H	146041
Cunningham, Thomas E JR	126143
Curtis, Daniel L	204636
Cyr, Michael J	136609
Daigle, Bajuana L	144848
Daigle, Eugene JR	126179
Daigle, Hilary	146072
Daigle, James P	126180
Daigle, Joseph A JR	126181
Dailey, Ronald M	143271
Dailey, Roxann G	239501
Dallessandro, Robert N	156774
Dalrymple, Emma J	239509
Daniel, Ouida H	239524
Darbone, Camille C	217153
Darbone, Davidson J	217129
Darbonne, Deus L (Lenny)	160285
Darbonne, Kenneth J	126214
Dartez, Duane A	126226
Darwin, Eugene	126227
Dasch, Lionel JR	126228
David, Chester L	165663
David, Ivan L	146111
David, James P	126239
Davis, Arthur C	126250
Davis, Carol L	126253
Davis, J Murry	146135
Davis, Jerry M	146137

Exhibit B

Full Name	PPG ID
Davis, Karl V	110735
Davis, Kenneth L	146138
Davis, Ricky B	217436
Davis, Rodney J	126291
Davis, Wilbur W JR	211063
Dawson, Martha L	146161
Day, Marcus M	239653
Dean, Randall M	126333
Dean, Warren E	146169
Deason-Owens, Sabrina	217322
Deaville, John J	126338
Deaville, Laura B	239676
Debolt, J H	106505
Debolt, Nell	146177
Declouet, Thaddeus JR	146181
Deering, William G	157947
Dees, Martha E	126351
Degenova, Paul C Jr	106506
Deitch, Tammy L	239711
Delancey, Paul P	146193
Delano, Raymond C	126366
Delosey, Gene	146198
DeLuna, Richard F	107659
Dempewolf, David A	126386
Denison, John M	146211
Dennis, Clyde H	101202
Dennis, Scott A	126394
Denton, Peggy	126401
Denton, Walter V JR	239756
Derouen, John C	126405
Des Ormeaux, Otis J JR	146226
Deshotel, Elmer	101220
Deshotel, William P	101222
Detwiler, Leonard E	126420
Detwiler, Mary Judy	146235
Devlbiss, Thurlene	126425
Deville, C W	126426
Deville, Emma S	239796
Devine, Christina A	182401

Full Name	PPG ID
Devones, Sammie L	146240
Devore, Elden R JR	146242
Diaz, Leonardo	106515
Dickens, James D	239823
Dickerson, Claude W	143644
Dickerson, Donita A	166079
Dicrease, Barbara A	126452
Diehl, Paula R	106516
Dixson, Jessie III	126489
Doak, Robert L	146280
Dobbs, Charles W	146283
Dobbs, John K	146284
Dobbs, Rose M	239882
Dodson, John R	110770
Doland, Tom S	126505
Dolen, Robert Glen	126507
Dominguez, Hector L	221821
Dorsett, Charles M	146312
Dorsey, Shirley M	223612
Doty, Jeffrey M	106531
Doucet, A J	126543
Doucet, Carlton L	126545
Doucet, Douglas E	106532
Doucet, Gerald P	101288
Doucet, Joan F	239955
Doucet, Robert W	146317
Doucette, Mary L	217274
Douget, A J	126547
Downey, Elmer L	146328
Downing, Charles R	216908
Doyen, Catherine C	156824
Doyen, Grady D	146331
Doyle, Carl V	146332
Doyle, Estelle	106534
Doyle, John E	217497
Doyle, Lynn M	217821
Dragon, Carolyn J	213807
Drayton, William J	101303
Drews, Leonard C	239990

Exhibit B

Full Name	PPG ID
Driskell, Christa M	107674
Driskill, John D	101304
Droddy, Lloyd W	126592
Droll, Ronald R	101305
Dubois, Don W	101311
Dubois, John D JR	126603
Dubroc, Jerry SR	126605
Dubus, Faye B	217103
Duffy, John E	240023
Dugar, Raymond	163330
Dugar, Ruby R	240029
Dugas, Michael J	160438
Duhon, Carol J	146357
Duhon, Darrel G	126615
Duhon, Elizabeth A	147966
Duhon, Glenn D	178638
Duhon, Herman	110789
Duhon, Howard R	101330
Duhon, Joseph L	217491
Duhon, Sandra E	146358
Duminski, Daniel S	101334
Dumphy, Jack K	218688
Dunn, Katherine L	180684
Duplichan, Alias J	126640
Dupre, Shirley A	240079
Dupree, Jefferson D	106540
Dupuis, Luther R	240080
Durbin, David R.	146374
Durio, Emery	146383
Durio, Michael L	106541
Duriseau, Helen	240089
Dutton, Lillian O	167209
Dyle, Curtis E	223095
Eads, B Wayne (Wayne)	101357
Eakin, Robert E	146400
Earls, John D	158651
Eastham, Charles R	146409
Eastham, James K	146410
Eastman, Elizabeth C	146411

Full Name	PPG ID
Eckler, Gordon R	146421
Eddy, David G	106546
Eddy, Gilbert F	146424
Eddy, Margaret M	146425
Edigo, Kenneth J	146429
Edwards, James JR	146435
Edwards, Thomas W	126739
Edwards, Victor K	216297
Elee, Hubert A	146451
Ellender, Elray T	126757
Ellender, Jackie P	146452
Eller, Robert B	146454
Elliott, Kathy A	218631
Elliott, Kelli A	109540
Elliott, Larry T	240241
Ellis, Franklin M	106552
Ellzey, Dana A	126783
Emch, Thomas W	146468
Erlewine, R L	126815
Erlewine, Samuel A	146491
Erwin, Jo E	126825
Estel, William H	146506
Estep, A John	146507
Estep, Edward H	126839
Estep, Paul E	106559
Ethridge, Celestine L	126847
Evans, Lane C	146529
Evans, Ronald G	146530
Every, Duane A	101453
Ewalt, Stacey L	154292
Ewing, Anetta J	146546
Fabian, Hilton E	218125
Fagnant, Matthew L	158800
Falcon, Duane P	101463
Farber, Glyn V	126897
Farhatt, David I	146564
Farhatt, Michael J	126898
Farley, Marilyn K	240416
Farley, Wilford P	163313

Exhibit B

Full Name	PPG ID
Farmer, Flora	259157
Farque, Elizabeth I	146566
Fast, Adam S (Shane)	101482
Faul, Claiborne L	224540
Faulk, Donald J	146572
Feathers, Robert E	146576
Fereday, Ernest W	204678
Ferguson, Donald R	146594
Ferrari, Linda J	106575
Ferrell, Dorothy M	240483
Ferrell, Janice	160347
Ferrell, W F	126944
Ferrer, Ralph F	158381
Fetty, Marlene E	240496
Fiber, Wilma	157812
Field, Sharon M	149683
Fike, John E JR	146620
Filipski, Mary N	240514
Findley, Raymond K	101535
Finocchio, Raymond L	101543
Fisher, Alton R	126990
Fitzsimmons, James Lee	146651
Flaker, David P	127018
Fletcher, Kenneth D	217490
Fletcher, Mona Bell	165491
Fletcher, W W	127031
Flower, Arnold A	127040
Floyd, Charles D	161681
Fluharty, Gregory D	101583
Fogle, Clifford R	127057
Foley, Roxie	127059
Folger, Norman C	146680
Folger, Norman C JR	207579
Folley, John D	180780
Fonner, Frederick A	146684
Fontenot, Alphonse M	127064
Fontenot, Arthur	146685
Fontenot, Austin R	146686
Fontenot, Carolyn K	217350

Full Name	PPG ID
Fontenot, Charles G	127068
Fontenot, Claude J	106586
Fontenot, Darrell J	146687
Fontenot, Floyd V	146689
Fontenot, Herbert J	146690
Fontenot, J H	127072
Fontenot, J Mckinley	146691
Fontenot, Rayford J SR	127076
Fontenot, Richard J	217018
Fontenot, Richard W	146693
Fontenot, Robert W	146694
Fontenot, Roland S	240654
Fontenot, Shirley M	149732
Fontenot, Spencer D	106587
Fontenot, Troy J	127077
Foote, Robert Henry	240659
Ford, Francis M	127089
Ford, T Gilbert	146700
Foreman, Bradley E	127095
Foreman, Eude B (Benny)	127097
Forester, Howell E JR	213345
Forni, Charles E	211864
Forrester, Barry L	222985
Forrester, Donald E	146704
Forrester, Kristine L	127107
Forrester, Nancy L	240688
Forrester, Robert M	127108
Forrester, Robert R	146706
Forrester, Wayne E	213034
Foster, Jesse D	127120
Fox, Janice Lee	160348
Fox, Marvin A	127137
Fox, Othel V JR	101615
Fox, Stephen L	101620
Fraker, Joseph E JR	146724
Francis, Robert C	146726
Francis, Roger W.	146727
Frank, John	127161
Frank, Willie Lee	146735

Exhibit B

Full Name	PPG ID
Franklin, D L	127164
Franks, Joey D	101629
Franks, Stephen W	127174
Frasnelli, Rosemary A	106594
Frazier, Dennis	127179
Freeland, Brennan L	127188
Freeman, Arlene V	146749
French, Eugene R	127204
Friedline, George E	101657
Frilot, Paul A	127220
Friske, Kenneth H	101659
Fruge, John A	107725
Fruge, Kenneth O	146769
Fruge, Leonard R JR	127235
Fruge, Robert J	146770
Fruge, Ruth C	240824
Frum, Kimberly A	106599
Fuentes, Roland A	107726
Fuller, Dustin W	127249
Fuller, G Camp	166274
Fuselier, Elwilda B	160952
Fuselier, Elwin H	110877
Fuselier, Glen J	146796
Fuselier, M	127265
Gaillard, Hubert J	146805
Galanie, Charles E	146809
Gallien, Melvin J	146817
Gallow, Bud	146820
Gamber, Mary Rose	206446
Ganter, Brenda D	240938
Garber, Glenn D	146832
Gardner, James D	146835
Garrard, Berry G JR.	101721
Garrett, Garland L	217102
Garrett, Jack W	146845
Garrison, J R	127382
Gary, Terry L SR	127390
Garza, Jorge A	106612
Gaskin, Joyce M	146853

Full Name	PPG ID
Gaspard, Bonnie T	240999
Gatts, Hilda E	255605
Gauthier, Pascal M	112849
Gautreaux, David	146863
Genna, Philip J	146880
Gentry, Dale A	106616
George, Paul D	127454
Gerdes, Robert K	101772
Geuder, Dorothea	172438
Giffin, Jimmy B	127495
Giggarr, Allie H	241111
Gilbert, Carolyn K	106623
Gill, Jimmy D	127511
Gillard, John E	127513
Gilligan, James M	101799
Gilmore, Frank E	101802
Girlinghouse, Earl L	217498
Gladden, James D	218516
Glass, Jason C	106625
Glenn, Kay P	127554
Glenn, Mildred E	181677
Glenn, Palmer S	146935
Glod, Doris L	153344
Glover, Darren E	110917
Glover, Irene N	241182
Gobert, Clarence	161646
Gobert, D J	127579
Gobert, George Chester	146942
Gobert, Norris	146943
Goddard, Linda K	106629
Goddard, Randy E	127582
Goddard, Reatha M	241190
Goddard, Rose C	160401
Goddard, Thurman Dean	146947
Godeaux, Hubert	146948
Godeaux, Sheila C	241192
Goetz, Geoffrey J	101825
Goff, Richard JR	127594
Goins, Kenneth W	107757

Exhibit B

Full Name	PPG ID
Goins, Sherwood	162330
Golla, Damian F	146961
Gomez, Jill A	247707
Gonzales, Antonio	217769
Goode, Lanna A	127633
Goodfellow, Mark A	127635
Goodfellow, William J	146974
Goodnight, Franklin L	146979
Goodwin, James T	127641
Gorby, J I	127646
Gorby, Jeffrey A	106637
Gordon, Tedward R	127651
Gorrell, Garnet M	241295
Gorrell, Ruth A	149541
Gorton, Helen Elizabeth	241300
Goudy, Robert M	146999
Gould, Robert L	127666
Grabert, Alvin F	147006
Grandstaff, William H	101880
Granger, Elnora	241342
Granger, Lindsay T	147017
Granger, Paulett V (LeBrun)	241344
Granger, Raymond E JR	127687
Grass, Lottie W	160137
Gray, Claudia Jean	241366
Gray, James R	147029
Gray, Jon H	147031
Gray, Joshia E	147032
Gray, Julia K	127306
Green, Barbara H	217507
Green, Bobby J	101895
Green, Mark S	212050
Greenlee, Steven W	107769
Gremillion, Greg G	127752
Griffin, Freddie R	127773
Grimes, Mary Catherine	241452
Grimm, H E	127798
Grimmett, Carl R	127800
Grindol, Stephen G	127802

Full Name	PPG ID
Gros, Richard O	127812
Gros, Wayne A	127813
Guidry, Ames A	147111
Guidry, Andrew	101953
Guidry, Carroll R	106660
Guidry, David R	127847
Guidry, James J	106662
Guidry, Michael B	101954
Guidry, Rayford W	147112
Guidry, Roger G	127852
Guidry, Wilfred	110970
Guilbeau, Claude E	127853
Guilbeau, Michael	127854
Guillet, James M	106663
Guillory, Alphonse	147114
Guillory, Clifford J	147115
Guillory, Curtis B	127857
Guillory, Davis	147117
Guillory, Dennis K	110971
Guillory, Deola M	241515
Guillory, Donald W	127858
Guillory, Doris	147118
Guillory, Eddie J	127860
Guillory, Emery J	147119
Guillory, Emmanuel B	224524
Guillory, Georgie L	149726
Guillory, Gervis	147120
Guillory, Gilbert JR	106665
Guillory, John F	127862
Guillory, John I	147121
Guillory, Laura R	241518
Guillory, Marzetta D	111218
Guillory, Pridy Ray	147122
Guillory, Rico P	127867
Guillory, Roland	217032
Guillory, Ronald E	127868
Guillory, Simon	147123
Guillotte, Curtis W	147125
Gump, Shirley Jean	241531

Exhibit B

Full Name	PPG ID
Gunto, Cynthia L	241537
Gunto, Michael J	147132
Gustin, Jerry D	101964
Gutierrez, Richard F	106667
Guy, Alfred L JR	127899
Guzman, Kenneth P	217091
Haden, Robert C	101975
Hafer, Jack W	147149
Hafer, Larry R	127921
Hafer, Roxana	149526
Hafer, Susan L	106669
Hager, Ray	147152
Haggman, Eric K	234578
Hall, Dale E	127951
Hall, Don Arthur F	127952
Hall, Lawrence	241622
Hall, M G	127963
Hamburg, Raymond D	217223
Hamilton, Benjamin N	102009
Hammel, Betty E	160361
Hammel, Charles L	164190
Hammit, Larry L	147191
Hammit, Garry L	106679
Hammond, Charles E	147193
Hampton, Thomas E	102018
Hanchett, Irma	147204
Handy, Donald R	102019
Handy, John L	147207
Hank, Harry C	147212
Hankins, James G II	128048
Hankinson, Robert	147216
Hanks, Roland L	128050
Hanna, Donald C	147218
Hanna, Russell E	162780
Hanney, Olivia G	147222
Hanood, Albert J	147223
Hanson, D Brent	217355
Hardy, Kirby	147233
Hardy, Patricia A	147234

Full Name	PPG ID
Hare, Sandra G	216756
Harmon, Timothy P	140762
Harrell, William M	217323
Harrington, Diann W	102045
Harrington, Donald	128111
Harrington, Michael F	158361
Harrington, William C	147261
Harris, David L	147264
Harris, Ernest T	136808
Harris, Frank C	128122
Harris, Jerry R	241799
Harris, Phyllis L	149540
Harris, Teresa L	241805
Harrison, Carl D	102053
Harry, Roselyn B	178850
Hartley, Matthew P	128168
Hartnett, David L	161463
Hartnett, Larry J	107801
Hartzell, C W	128178
Haught, Carl B	147311
Haught, Carl S	128197
Haught, D L	128198
Haught, Keith E	128200
Haught, Nina J	200038
Haught, Rosemary	106700
Hayes, Bobbie L	241924
Hayes, Frank J	147327
Hayes, Henry C JR	128227
Hayes, Jerry R	147330
Hayes, Judy E	221630
Hayes, Rodney L	147333
Hayles, Bobbie S	149702
Haynes, Sarah L	102097
Hazi, Michael D	105983
Hazlewood, Percy L JR	102103
Hebert, Bobby D	217090
Hebert, Dixie Sue	241957
Hebert, Edward J	147349
Hebert, Grady G	147350

Exhibit B

Full Name	PPG ID
Hebert, Jack M	147351
Hebert, Jerry L	128265
Hebert, John A	102112
Hebert, John C	147352
Hebert, Joseph B JR	102113
Hebert, Leo Anthony	217016
Hebert, Lynn N	107813
Hebert, Mary L	241962
Hebert, Olin R	147353
Hebert, Randy A	106713
Hebert, Wayne P	106714
Heffer, Donald L	102119
Heig, Thomas E	158469
Heisler, Richard G	176127
Henderson, Billy G	102136
Hendricks, Charles W	242036
Hennigan, Micah D	128346
Henry, Frederick A	223549
Henry, John C	147387
Henry, Roy L	128358
Henslee, Lewis W	161417
Henthorn, Eva L	252819
Henthorn, James F	102148
Henthorn, Janet Onalee	258320
Henthorn, Rodney D	128372
Hernandez, Dennis L	128389
Herrell, Robert M	102158
Herrington, Danny L	128408
Hess, James W	128417
Heurtevant, Betty	178688
Hewitt, Charolette D	106724
Hicks, Richard L	102173
Hider, Emily S	106727
Higginbotham, Robert	157810
Higginbotham, Steve	163305
Higgins, Louis III	157704
Higgins, Marilyn D	106729
Hightower, Gary B	203054
Hill, Charles S	102183

Full Name	PPG ID
Hill, Jimmy H	147434
Hill, John M	128472
Hill, Rosellen K	255607
Himel, Frederick W SR	147447
Hindman, F D	106736
Hines, Rickey	106737
Hirsch, B Paul	213778
Hissam, B K	128525
Hissam, Emel B	147456
Hissom, N D	147457
Hitefield, Billy L	242223
Hixson, Donald D	147461
Hizer, Veronica D	147463
Hodge, Paul S	147472
Hodges, Samuel I	128548
Hoelscher, Charles H	147475
Hoelzer, Harold H	242250
Hoenes, Henry J JR	147476
Hoffpauir, Arville J	102219
Hoffpauir, Kenneth	147484
Hoffpauir, L P III	147485
Hoffpauir, Terrance L	102221
Hogan, Michael P	102223
Hohensee, Alan J	107833
Holdinsky, Roger A	147497
Holley, James M	217210
Holliday, Richard L	102238
Hollier, James T	147508
Holloway, Luid J JR	128593
Holman, Joan E	106748
Holman, Norman F	106749
Holmes, Deland S	207621
Holmes, Monica G	128603
Honore, Gregory M	128620
Hooper, Cynthia K	147134
Hopes, June S	102256
Hornbeck, Joseph A	147540
Hornsby, Rodgers B	102268
Hosea, Jack R	147547

Exhibit B

Full Name	PPG ID
Hoskins, Jo Ann	242393
Hotard, Stephen D	102272
Hou, Shengyi	102274
Hovan, Judith I	106756
Howard, Sandra K	128691
Howell, Peter P	220785
Hubbs, Jerry R	102296
Hudkins, B James	102301
Hudson, Linda K	147600
Huffman, Sharon L	102305
Huffman, Zelma M	242497
Huggins, Deborah L	128750
Huggins, Evelyn F	242500
Huggins, Nancy L	242504
Huggins, Wayne	147611
Hughes, Sammy S	216863
Hulin, Hubert J	128771
Hull, Carol R.	242523
Hummel, D W	128777
Humphery, Sherry M	107850
Hungerford, Albert Richard	147628
Hunt, Braxie L	258633
Hunt, Harold M	147634
Hunter, Charles D	128813
Hunter, Dennis W	102321
Hunter, Jerry L	102322
Hutchins, Joseph W	102334
Hutchinson, Randy G	102335
Hutchison, James S	147660
Huth, Sandra R	147662
Hutto, Clinton H	128852
Ingold, Janet C	198101
Ingram, Louis S JR	218470
Irvin, Samuel J JR	128875
Isaac, Ronald R	128880
Isaacs, Iris R	106772
Istre, Gladys P	160872
Istre, James H Sr	128891
Ivey, C D	128893

Full Name	PPG ID
Jackson, Dempsey G	147691
Jackson, Dempsey G JR	217071
Jackson, Henry H	147693
Jackson, James O	147694
Jackson, Karen N	178548
Jackson, Sheila C	106775
Jackson, Temple M	147698
Jacobi, Robert E	102365
Jacobs, Ralph	147701
Jarvis, Steven M	128970
Jean, Helen M	242752
Jean, Jerome T	128973
Jean, Robert	147723
Jeffers, Sue C	242760
Jeffers, Violet	160025
Jeffery, Thomas C JR	147726
Jenkins, Allen S	147731
Jessen, Melissa R	158367
Jimenez, Ann M	102399
Jimenez, Ricardo L	102400
Jimoh, Kamoru A	217239
Jinks, Hadley M	102401
Jinks, Keith A	129017
Job, Karl H	220282
Jobes, C R	129018
John, Thomas J	106784
Johns, Clarence L	147750
Johnson, Cecil A	218498
Johnson, Charles V	147755
Johnson, Daryl L	242820
Johnson, Davey L	147758
Johnson, Harvey A	147767
Johnson, Huey P	147768
Johnson, Hugh F	147769
Johnson, Jeanette R	242839
Johnson, Jeremy T	107880
Johnson, Jerry D	147771
Johnson, John R	242842
Johnson, Kenward L	129062

Exhibit B

Full Name	PPG ID
Johnson, Nola J	242861
Johnson, R D	129078
Johnson, Rhonda E	129082
Johnson, Terri L	257710
Johnston, Wade G	217020
Joiner, Lawrence C	102438
Jolivet, Anthony	152445
Jones, Eva E	242917
Jones, Harold M	147814
Jones, James E	147815
Jones, Keith H	147818
Jones, Louis	147820
Jones, R W	129183
Jones, T E	106798
Jones, W W	106799
Jordan, John H	102465
Joseph, Anthony	106804
Joubert, Aaron L	242999
Joy, Ruth Ann	243005
Juarez, Larry W	107889
Judge, Ray E	147849
Justice, Larry M	102480
Kachtik, Marie	129248
Kalinowski, Esther M	106811
Kappel, Herbert G	166292
Kasanicky, Nancy	160104
Kaspar, Ronald F	147899
Katchur, David M	217433
Kaub, Kim V	158334
Kaufman, William E	147904
Keel, E D	129299
Keenan, Ruth M	149536
Keenan, Sherman S	147925
Keiser, William D	147932
Keller, H W	129329
Kelley, A William	147937
Kelley, David M	129334
Kelley, John Edwin	147938
Kelley, Kevin B	106824

Full Name	PPG ID
Kelley, Larry D	129338
Kelley, Shirley B	147939
Kelly, Clifford J	147942
Kelly, Frank A III	102553
Kendall, Frank D	147949
Kendle, Earl P	243167
Kennerson, Dennis JR	129372
Kerwin, James C	217946
Keys, Sam A	147974
Khoury, Albert W	163164
Kickel, Clarence G	147976
Kienholz, Paul J	147984
Kiger, Jesse M	164009
Kimble, L H	129422
Kimble, Sarah A	129425
King, Genevieve R	178356
King, Stephanie Dunston	216454
King, Terri J	129457
Kinney, Jerry N	148021
Kinney, Sharon H	102609
Kinsey, R Wayne	102610
Kirkhart, Thomas B	129472
Kirkland, Reche C	211206
Klem, Anne C	260775
Kleyle, Peggy E	106842
Klis, Walter W JR	157434
Klosterman, Leo R	129518
Klug, Catherine R	148061
Klug, Martin L	129519
Klug, William B	129520
Knight, Jerry A	243386
Knoop, John F	148073
Knowlton, Burton L	148076
Knowlton, Jeffery C	102662
Koerber, Katy Mae	148083
Komoroski, Kenneth S	205119
Konstanzer, David J	102688
Konstanzer, Dineta F	223094
Kordick, Jennifer M	174352

Exhibit B

Full Name	PPG ID
Kordick, Thomas E	175184
Krauhs, Stanley W JR	158106
Kriss, Allan B	148148
Krueger, Alan L	102741
Kubicek, Adolph J	180260
Kuhn, Larry W	129638
Kuhn, Vickie B	106847
Kurywchak, Michael J	102777
Kwiatkowski, Barbara F	243634
Kyle, Geraldine V	148197
La Rocque, Gwendolyn T	217328
Labrie, Israel J	109724
Lafargue, Dana L	217241
Lafargue, Douglas P	129661
Lafleur, David J	148216
Lafleur, James C	148218
Lafleur, John B	129663
Lafleur, Lawrence	148219
Laizure, Lee I	129684
Lakes, Danny E	207071
Lamberson, D F JR	129699
Lambert, Danny B	129702
Lambert, Sharon Kay	243702
Lancaster, G L	129712
Lancaster, Ruby L	148239
Lancaster, William E	205747
Land, Richard Jr	129716
Landers, George F	129718
Landry, Annie May	149725
Landry, Arnold D	129723
Landry, David A JR	102818
Landry, Doris J	102820
Landry, Lloyd J	217197
Landry, Nancy L	106865
Landry, Paul L	148246
Landry, William S	148247
Lane, Carla S	102823
Langley, Mary E	107935
Langley, Richard W	148260

Full Name	PPG ID
Lanier, Morris W JR	148263
Lanthier, James	148268
Lapearous, Jerry R	129770
Lapoint, Gary P	129772
Laporte, Edward L	216482
Larsen, Kenneth M	102836
Latham, Phillip M	217176
Latour, Claude F	129793
Laughlin, Janet S	178432
Laukonen, Eugene G	102852
Laurence, Frankie I	148287
Lavergne, Alan W	129806
Lavergne, E L	148288
Lavergne, Garland A	243812
Lavergne, William D JR	148290
Laviolet, Roy	129809
Laviolette, Melissa	102857
Lawrence, James B	129812
Lawrence, William E	102864
Lawson, Charles E	157811
Lawson, Donna J	259783
Le Blanc, William M	217506
Leach, Norman D	148317
Leach, Robin G	106869
Leasure, Stephen E	129842
Leblanc, Glenda R	243869
Leblanc, Hilda G	148327
LeBlanc, James K (Kemp)	143820
Leblanc, Leroy J	129851
LeBlanc, Mary F	148328
LeBlanc, Ronald W	102881
Leblanc, Timothy S	129853
Lebleu, Carl J	129855
Lebleu, Daniel H SR	129856
LeBleu, Ervin JR	148330
LeBoeuf, Robert J	224531
Ledet, Wilmer J	148339
Ledoux, Alton J	148341
LeDoux, Carol L	243843

Exhibit B

Full Name	PPG ID
Ledoux, Erica G	217050
Ledoux, Herbert W	129880
Ledoux, James R	102884
Ledoux, John I	163302
Lee, Michael L	106873
Lee, R Kenneth	148345
Leek, Michael L	148347
Lefrere, Carl P	129899
Leger, Auriel	148354
Leger, Darlene G	243900
Leger, James A JR	129901
Leger, James D	148355
Leger, Jerome J	129902
Leger, Jimmy L	129903
Leger, Lydia V	243901
Leger, Mark C	168069
Leger, Silton J	129905
Legg, Jay L	111249
Lejeune, Ervin J	148365
Lejeune, Glenn J	129920
LeJeune, Russell R	148366
LeJeune, Shirley A	148367
Lejune, Charles M	148369
Lemasters, D W	129921
Lemasters, H E	106876
Lemasters, Kenneth L	148374
Lemasters, S I	129924
Lemelle, Thomas J	129926
Leming, Paul W	148375
Lemley, Michael R	129927
Lenhart, William E III	148378
Lepretre, Floyd	129961
Levens, Rolfe K JR	218313
Levy, William A	148402
Lewis, Ivan	129986
Lewis, Leon	129993
Lewis, Linda A	148408
Lewis, Malbert J	164519
Lewis, Noah	163307

Full Name	PPG ID
Lewis, William E	106882
Lindner, Curtis A	257479
Liptak, Edward J	148434
Listenbee, Melvin D Jr	109779
Litman, Allen J	163639
Lively, J A	106892
Livengood, Loran R	244064
Livingston, G C	106893
Lockhart, Ross E	130070
Loehr, Clifford E	148444
Loftin, Bernard W	148445
Lognion, Louisa M	163309
Logsdon, G E	130087
Logston, Lorna G	207710
Logston, William R	130088
Lohr, Shirley A	148452
Lohri, Louise Marie	244102
London, Joseph	164929
Long, Alicia E	130093
Long, Craig R	103009
Long, Urdell	148458
Lopez, Frederick	148466
Lormand, Felix A	148472
Louden, Bernard G	148473
Louviere, Gerane H	217485
Lovejoy, Estelle W	149777
Lovesky, James E	103031
Lowery, Evanna M	130178
Loy, Carol S	244192
Loy, Ronald L	130190
Ludwig, Patricia A	205197
Luent, Patricia L	244214
Lusk, D B	106913
Lyles, Kenneth	106914
Lynch, Robert P	221337
Lynch, Terri F	103066
Lyons, Frank M	130246
Lytton, Sally E	252039
MacEwan, Brenda L	106916

Exhibit B

Full Name	PPG ID
Mack, Delores	244275
Mack, Robert	148538
Mackey, Elbert R	103081
Madden, James A	107975
Maddox, Adrian R	148548
Maddox, Melvin V JR	103090
Maidens, James JR	148569
Makris, Bonnie H	160300
Malbrew, Moses	130305
Malcolm, David W	216601
Maldonado, Martin E	103110
Maloney, B Allen	148590
Malveaux, Merid D	244362
Malvo, Joyce L	148594
Mammen, Irene M	172387
Managan, William V	103127
Mansell, J Douglas (Douglas)	103136
Manuel, Alton J	148601
Manuel, Curtis J JR	176469
Manuel, H W	130335
Manuel, Jeffrey L	130336
Manuel, R S	130338
Manuel, Richard M	130340
Manuel, Theresa F	149733
Maple, Donald L	148604
Marcantel, Carroll	148606
Marcantel, Gerald W	244401
Marcantel, Julius B	148608
Marcantel, Philip Tonas	130348
Marino, Teresa L	155405
Marlow, Marvin J JR	106928
Marsch, Darren L	103163
Martin, Charles W	130400
Martin, Joe E	218576
Martin, Marilyn L	130413
Martin, Mary R	217404
Martin, Michael D	130416
Martin, Mitchell T	130417
Martin, Sandra E	244497

Full Name	PPG ID
Martin, Thomas L	148654
Martin, Tommy L	130428
Mask, Jerry D	218725
Mason, Anita M	199279
Mason, Evelyn G	106935
Mason, George E	148667
Mason, James E	207622
Mason, Leeman W	106937
Mason, Melvin L	218097
Mason, Richard L	148669
Massie, Howard T JR	148674
Masters, D M	106939
Mateo, Carlos A	203931
Mathew, Joseph	166077
Matte, John A	109834
Matthews, Arthulus JR	130467
Matthews, Henry J JR	217342
Matthews, Robert J	130474
Mattiza, Dick S	158448
Mattox, Michael W	207669
Matz, Lewis W Jr	140201
Mayfield, Bruce W	130494
Mayfield, Darrell G	106948
Mayo, Ronald L	217288
Mc Entire, Virginia Jo	149719
Mc Kimmie, Mary Jo	207652
Mc Laughlin, Charlotte R	199237
McAdams, Michael D	103238
McCain, Lloyd R	103245
McCaleb, Steve W	107999
McCardle, Dennis D	130542
McCardle, Patti J	207662
McCauley, Dan J	111352
McClendon, Billie H	148741
McComb, Percy J	148747
McCorquodale, Robert J	148755
McCracken, Shirley J	244745
McDaniel, Alton	148764
McDaniel, James R	144537

Exhibit B

Full Name	PPG ID
McDaniel, Thomas D	130619
McDermitt, J Gregory	206622
Mcdiffitt, Mary F	244937
McDonald, Grover T	130621
McDonald, John Cory	136386
McDonough, William N	148775
McElwee, Jo Ann Evans	106960
McFarlain, Gwendolyn	244797
McFrederick, Greta Lou	148783
McGavock, Bert W	109860
McGee, Brian P	130648
McGee, Harlan E	130649
McGee, Janice G	148284
McGee, Tim R	148788
McGinnis, Thelma J	244813
McGuire, Brian M	103308
McGuire, Kenneth R	148797
McInnis, E Earl	148802
McInnis, Gerald B	148803
McKee, Delia M	157482
McKeough, David T	103323
McKowen, James A	103327
McLaughlin, Robert J	148825
McLendon, Ervin	130705
McManus, Earl J SR	148830
McMasters, Fred J	148831
McMichael, James E	103336
McNabb, Bonnie K	244897
McNabb, William F	130725
McNew, Charles	211270
McPherson, George E	148845
Meadows, James E JR	103357
Means, Dawn M	130767
Means, James B	103358
Meche, Rose M	244949
Meek, Donald K	103366
Meeker, David E	148861
Meeks, Anthony J SR	130783
Meeks, George W	148863

Full Name	PPG ID
Meeks, Howard O II	103367
Melendy, Lynn A	109879
Mellard, Kirk M	103372
Melott, Melvina M	244982
Melott, Norma K	258634
Menard, Willard J	148881
Menge, Betty L	148883
Mercer, John D	144051
Merchant, Kenneth J (Jerry)	103383
Meredith, William A	148888
Mesloh, Karl R	157466
Mestayer, Lionel J JR	111389
Meyers, Deloris	245036
Milam, J Edwin	148927
Miles, Robert E	130870
Miller, Drucilla S	245112
Miller, Ezora D	245119
Miller, Glenda J	245124
Miller, John G	130917
Miller, John J	106070
Miller, Joseph R	148955
Miller, Lloyd W	148958
Miller, Luther J	103451
Miller, Maurice C	130928
Miller, Nathan L	130934
Miller, Peter D	130937
Miller, Reed O	148964
Miller, Richard D JR	106986
Miller, Richard H	218493
Miller, Stephen D	103458
Miller, Tally J	148971
Miller, Terry S	148972
Milligan, Peggy R	103464
Mills, Gerald L	224135
Mills, Kenneth E	217991
Miner, David W	217261
Minter, Charles R	149001
Mire, Viola T	245206
Mitchell, Betty A	149012

Exhibit B

Full Name	PPG ID
Mitchell, Boyd B	130997
Mitchell, Robert F	149016
Mobley, Dale R	131019
Monic, Eldon M	103509
Monteith, Will H	228975
Montes, Melvin D	131051
Montgomery, Marshall P	149037
Montie, John W	149041
Moody, Horace A	149042
Moon, James C JR	131069
Moore, Beverly J	245313
Moore, Bill G	106997
Moore, Billie D	216512
Moore, Gerald E	103522
Moore, Lemuel H JR	131101
Moore, Morgan C	230534
Moore, Thomas N	131117
Mora, Balbina A	109920
Moran, Donald R Jr	141768
Moran, Margaret A	149062
Moreau, Eric W	131127
Moreau, Wayne R	103533
Morgan, Ada V	245386
Morgan, John A JR	217212
Morgan, John D	103542
Morgan, Juanita S	103544
Morgan, Michael J (Mike)	131143
Morgan, Richard I	103545
Morgan, Vernon J	103547
Morris, Billie M	149084
Morris, Brett A	145004
Morris, Charles R	103554
Morris, Denny R	131155
Morris, Joseph S	149088
Morris, Paul J	103560
Morris, Walter Melvin	149091
Morrison, Allen D	131174
Mose, Mary A	245435
Moser, Jerry J	103569

Full Name	PPG ID
Moss, Robert L	149109
Mossor, Ruby V	245457
Mott, Murray L	131205
Mounts, William E Jr	131206
Mouser, Betty J	245469
Mouton, Larry E	103591
Mueller, Ronald W	103601
Muery, Charles A	103603
Mullett, David E	103609
Mullett, Elizabeth E	245501
Mullins, Jimmy I	131233
Mumm, Douglas	149138
Munds, Shelby B	158382
Munoz, Martin	221828
Murdock, Raymond E SR	149144
Murdock, Ruth K	160326
Murray, Robert D	149157
Murrell, George N	149159
Muzzy, Carol L	149544
Myers, Barbara A	149164
Myers, Louis C	149176
Myers, Robert D	131287
Myslinsky, Martha M	149420
Nash, John F	142345
Natalini, Marlene D	149196
Navarre, Juanita G	149197
Navas, Luis R	149198
Neal, Linda N	198424
Neal, Milton R	103660
Ned, Benjamin E	149208
Ned, Jerry L	108051
Neeley, Harold C JR	204735
Neely, James E	149209
Neff, Laverna R	149212
Neikirk, Gerald R	149215
Nelms, Joseph A	131347
Nelson, Henry J	131354
Nelson, Jack A	149218
Nelson, James K	215187

Exhibit B

Full Name	PPG ID
Nething, George W	149222
Neugent, Angela S	131362
Newman, William T	149228
Nichols, David W	216709
Nichols, Louise B	107032
Nickodem, Jacob J	207699
Nida, Wallace J	149243
Nipper, Martin P	103711
Nippert, Alfred C	245707
Nixon, David E	158370
Nixon, Haskell L	149252
Nolan, Eathel I	245724
Noland, Linda S	149258
Nope, James R	103723
Ogea, John R	149293
Ogea, Mary L	245817
Oglesby, Walter L JR	103753
Oldfield, Charles D	149300
Olinger, Ronald D	103762
Oliver, James M	131521
Oliver, Wilgus A	131525
Olivier, James A	103764
Olmsted, Roland	217122
Olson, Richard F	136860
Olson, Robert E	103767
Omeear, Paul E	207555
O'Neal, Kenneth L	131540
Oneil, Bryan W JR	149322
Onken, Arnold C JR	131542
Opal, Joseph J JR	131547
O'Quain, Bobby W	131548
O'Quain, Rodney	131549
Orloski, William G	103782
Orourke, Brian P	103785
Otto, Jack M	150164
Otto, Vicki L	103801
Owen, Robert C	217023
Owens, Raymond R	131598
Pabon, Clifford	150139

Full Name	PPG ID
Pabon, Clifford	150139-2
Paden, James R	107054
Paden, Terrell L	131609
Paden, Wilda M	149535
Pair, Doc Carlton	103827
Panunto, Anthony P	103851
Papillion, B P	131647
Papillion, Walman E	150205
Parham, Carroll H	164327
Parish, Allan D	103858
Parish, Joseph C	150208
Park, Johnny S	158431
Parker, Adam E.	154822
Parker, Betty W	217042
Parker, John W	103863
Parker, Kathryn S	107063
Parker, William R	131683
Parks, Kenneth K	150225
Parks, William H	150226
Parnell, Charles R	103866
Parr, Boyd M	150230
Parsons, Bonnie Jo	107065
Parsons, Ernest F	103872
Parsons, Robert W	207487
Parsons, T H	131705
Patel, Ramesh	143925
Paulk, Shadye L	150271
Peacock, Richard A	206732
Pearce, James M	150290
Peard, William J	150291
Peavy, Leroy	150294
Peck, Ronald E	103911
Pecorino, Elizabeth M	107070
Peek, Dale A	131786
Pellerin, James C	150307
Pellet, Gerald F	150309
Penisch, Mary L	150315
Penn, Melinda S	217354
Penn, Richard W	131810

Exhibit B

Full Name	PPG ID
Penn, Trudy F	246175
Penny, Amy B	102797
Perez, Beatrice	181135
Perez, Ismael	103934
Perigo, Gary G	103936
Perkins, David G	150326
Perkins, Eugene G	163161
Perron, S Paul	150331
Perry, Rodney G	217397
Perry, Sandra	246219
Perry, Sandra	246219
Perry, Sheila D	131847
Persinger, Lionel L	150342
Pertuit, Robert K	103951
Peshoff, Robert L	131854
Pete, Lawrence SR	150347
Peterson, Christopher	103956
Peterson, Hanson A	163168
Pethel, Betty L	246239
Petrie-Bird, Shirley A	160164
Petrucelli, Michael E	150360
Pettit, Georgia Ann	246262
Peveto, Gerald W	131876
Phillips, Charles O	150379
Phillips, Harold L	157834
Phillips, Jack	212516
Phillips, Jerry JR	246300
Phillips, Robert A	103982
Phillips, Robert D	150390
Phillips, Thomas R Jr	131920
Picard, Ralph F	150394
Pickett, Bartholomew	131929
Pierpoint, Mabel V	160882
Pierpoint, Michael D	131947
Pierrottie, Jeffrey B	108103
Pigott, Clifton M	224562
Pinkston, Donald C	104005
Pinson, Roger D	131959
Pitcher, Erin Buckley	100624

Full Name	PPG ID
Pitman, John M	217426
Pittman, Joseph D	104013
Poche', Scott R	131987
Polen, Iris J	149533
Pond, Sidney P	132004
Pooser, James W	150443
Popillion, Dora Mae	246443
Porche, John W	150451
Portie, Grady A	217173
Posego, John J	150454
Poszywak, Leonard J	212967
Potts, Jeffrey G	132035
Potts, Jimmy D JR	214243
Pouchie, Robert B	132038
Poullard, James A	150471
Pounds, Janet	104063
Pousson, Harris L	150474
Pratt, Lewis J	104082
Prejean, Gary P	107095
Prejean, Herbert J	132064
President, Emmanuel C	142227
Procko, Andrew	157520
Pruett, Johnie J	150522
Prunty, Darrell W	132111
Pryor, Philip E	132112
Pugh, Brian E	107100
Pulse, Kathleen	160005
Pulver, Philip W	150536
Qualls, Gregory J	217337
Quebedeaux, Fay L	246640
Quirk, Edward M	132151
Quiroz, Cynthia A	107105
Racca, Joseph H JR	132156
Racer, Patricia A	149530
Racer, Stephen P	107106
Raimer, Jocelyn H	178433
Rainwater, Loy K	150566
Ralston, Samuel L JR	150571
Ramos, Mauro	108119

Exhibit B

Full Name	PPG ID
Ramsey, Howard A	246717
Ramsey, William H	217747
Randall, James C	104158
Rao, Dave L	104167
Rao, Stephanie S	111537
Raper, Fred M	150579
Rau, Donald R	110065
Reado, Junus V JR	132259
Rechlicz, Thomas A	104191
Reddoch, Cyril Thomas	132268
Redou, Eddie III	110077
Redou, Ethel Lena	257748
Reed, Cary D	132279
Reed, Johnnie JR	150597
Reed, R L	132286
Reese, Thomas C	136870
Reeves, Charlie F	150606
Reeves, Wilda D	149736
Reich, Joan L	149656
Reid, Robert D	216558
Reinhardt, Arthur E III	104219
Reinhardt, Linda P	104220
Rempert, Norma C	150626
Rene, Orelia	246885
Rene, William	150629
Renfroe, Curtis	246890
Rentas, Orlando	221818
Reon, Joseph H	165964
Reynolds, T E	132343
Rhodes, James A	217450
Rhodes, James R	111602
Riccobon, Bruna A	150652
Richard, A Robin JR	150659
Richard, Debra F	132366
Richard, Larry J	150660
Richard, Maria Ellina	246962
Richard, Patricia	246963
Richard, Raymond T	150662
Richard, W Patrick	217000

Full Name	PPG ID
Richards, Judson R	150666
Richardson, Frank A II	218338
Richardson, Steve T	104267
Richey, Steven C	132392
Richman, Glenda M	104270
Rideau, Linda F	107140
Rider, Larry L	247002
Ridge, Gretchen A	150688
Riel, Edna F	166303
Ries, Mary E	160403
Riggenbach, Earl W	132422
Rilee, Mary Lou	105592
Riley, Calvin S SR	150706
Rine, Gary E	132428
Rine, Jay L	132429
Rine, Robert E	150712
Ring, Duane L	150716
Ringuet, Christi T	142990
Rion, Barbara L	217031
Ripley, Betty Jane	107145
Ritz, K L	132449
Rivera, Celestino	111619
Robbins, Arthur L JR	150742
Robbins, Brenda S	132467
Robert, Gregory P	104313
Roberts, David A	132483
Roberts, L L	132491
Roberts, Lee Roy	150750
Roberts, Paul L	164868
Roberts, Steven R	104317
Roberts, T E	150753
Robertson, Calvin D	150755
Robertson, Wayne C	104324
Robicheaux, Cedric J	150761
Robinson, Albert H	150766
Robinson, Donald L	132518
Robinson, Gilbert R	150773
Robison, Larry J	107154
Robison, Micheal R	107457

Exhibit B

Full Name	PPG ID
Rockich, Samuel W	150783
Rockwell, Paul E	150784
Rogers, Jesse P	258879
Rogers, Thomas A JR	150806
Roman-Rivera, Eusebio	175422
Romero, Carroll	132615
Ronayne, Kenneth C	132623
Rosamore, Roy A	150820
Rose, Brenda K	247245
Rose, Charles D	104374
Rose, George M	132636
Rose, H V	132637
Rosie, George W	132653
Ross, Harvey L	150836
Rothermund, Robert N JR	205606
Rougeau, Curtis A	132682
Royal, Calvin R	132701
Rozas, Christopher L	132706
Ruble, K Lyn	107171
Ruckman, M E	106141
Rush, Doretta R	160958
Rush, Linda F	160312
Rush, Nancy S	247383
Russell, Jack E	104438
Russell, Richard R Jr	153317
Rutter, Alan D	104445
Rutter, William	247410
Ryan, Selidia	247421
Ryder, Dores A JR	104452
Sallier, Julian C.	150915
Salvo, Chris O	150923
Sammis, Mark R	132796
Sanders, Eddie A	132818
Sanders, Jack R	132819
Sanders, Roy E	104481
Sands, John F	150933
Santee, Larry D	132834
Sapp, Charles B	107189
Sapp, William Eric	108157

Full Name	PPG ID
Sargert, Laurice F	150942
Sathe, Avinash T	158174
Saunders, Lois L	107192
Savant, Kenneth W	107193
Savoy, Donald E	104506
Sawyers, Marilyn S	247560
Schalon, Beverly S	104522
Scharf, Edward A JR	104529
Scharrier, Hershal E	150968
Scherich, R E	150975
Schexnayder, Lynell	150978
Schexnayder, Sylvia A	247608
Schilling, Wilbur N	150983
Schmidt, Robert L	150993
Schneider, Albert A	104559
Schofield, Sally Ann	247651
Schrimsher, Brent L	132921
Schwarzauer, William A III	104594
Scott, B A	132949
Scott, Nellie A	158114
Scott, Sandra L	108184
Seckman, Donald L	132990
Seiter, John J	104632
Self, Donald C	151063
Sell, George D	133002
Semien, Antoine	161744
Semien, Donald	133011
Semien, Jesse J	133013
Semien, Lyonel P	133014
Sensat, Mary Jane	106695
Sensat, Russell L	133019
Serice, Donna H	108194
Shaffer, Patricia A	153986
Shankle, Guyler	162647
Shannon, Robert J	104669
Shao, Dakang	141323
Sharp, Andrew W	223063
Shaw, Marcia M	212220
Sheets, Elaine M	104692

Exhibit B

Full Name	PPG ID
Shelton, William R	151114
Shenefiel, Donald E	151118
Shepherd, Armenta	247925
Shepherd, Debora L	207569
Shepherd, Jon C	104705
Shepherd, Vaughn L	160379
Sherman, Lee A	247936
Shoemake, Kelly N	133153
Shreve, J O	133171
Shuff, Donald J	133174
Shuff, Jacob J	151154
Shuff, Joe A	151155
Shuff, Rufus L	133176
Shutler, James H	151161
Siler, Natalie Julian	106166
Simmons, Elbert W	133220
Simmons, Harry G III	104754
Simmons, Penelope	198353
Simmons, Robert B	151178
Simmons, Roger L	107237
Simon, Betty Jean	248088
Simon, Brigitte C	133230
Simon, Henry	133231
Simon, Roger	151180
Sims, J L Jr	248108
Singleton, John E	151201
Sirman, Janice M	149782
Siso, Angel L	104782
Sistrunk, Donald M	133287
Sittig, Joyce	149745
Siverand, Marion	151215
Skinner, Felman	151227
Skipper, Susan L	106170
Slawinski, Tresa M	149587
Slaydon, Ronald H	151237
Slider, Donald D	151239
Slie, Sandra K	248171
Slokan, Albert R	133315
Smalley, Edward C	104807

Full Name	PPG ID
Smith, Amie T	111749
Smith, Bonnie W	248226
Smith, Charles W	133351
Smith, Clay A	133357
Smith, Dale R	104824
Smith, David E	133364
Smith, Della G	133368
Smith, Donna J	248243
Smith, Douglas E	211774
Smith, Douglas M JR	151268
Smith, Elaine A	163166
Smith, Estella	248249
Smith, James	107257
Smith, Jason K	141693
Smith, Jason S	111758
Smith, John D	133408
Smith, Joseph H	151282
Smith, Kenneth R	133421
Smith, Larry D	133425
Smith, Loretta M	108231
Smith, Mary C	248306
Smith, Melvin J	151290
Smith, Patricia A	104853
Smith, Patricia D (Diane)	117208
Smith, R L	133455
Smith, Ralph M	217362
Smith, S D	151302
Smith, Sonny L	133468
Smith, Thomas R	133478
Smith, Timothy J	154075
Smith, Tracy S	107266
Smith, William D	151311
Smithhart, Charles B	104871
Smittle, Eileen C	248365
Snead, William K	176669
Snodgrass, John K	174371
Snodgrass, John O	151325
Snow, Dessie W	160559
Soileau, Earl J	151346

Exhibit B

Full Name	PPG ID
Soileau, Kenneth W	133523
Soileau, Patrick E	151347
Soileau, Paul A	133524
Somerick, Richard J	133528
Sonnier, Chester L	133532
Sonnier, Gary K	107272
Sonnier, Joseph G	151354
Sonnier, M J	133537
Sonnier, Percy J	151355
South, Tina D	133544
Spears, Raymond L	151370
Spencer, A C	107277
Spencer, Alfred G	104915
Spencer, D N	133568
Spencer, Justus G	151380
Spier, Wayne L	104920
Spivey, Linda D	217439
Splettstoesser, Bradley M	224705
St.Romain, Preston J III	133620
Stackpole, Edith M	151409
Stacy, Clifford R	163311
Stagg, Walter JR	151411
Stalnaker, Christina D	141120
Standiford, Lora L	104942
Standiford, William R	104943
Starkey, Darrell V	151428
Starkey, E Bradley	133667
Starkey, J C	133668
Starkey, William L	151429
Stawecki, Lisa M	104961
Stear, Ronald B	104962
Steele, Cheryl L	180768
Steele, D L	133683
Stegall, Truman R	104968
Stehney, Darlene M	160098
Stehney, William F	104971
Stein, Hiram J JR	133699
Stemple, David C	207594
Stemple, Linda L	252042

Full Name	PPG ID
Stephenson, James D	163342
Stevens, Joseph T JR	133725
Stewart, Greta S	255644
Stewart, Michael R	104997
Stocker, Robert P	105011
Stone, John T JR	111808
Stone, Ronald D	105021
Stout, Bernard	133785
Stradwick, Fredrick R	133799
Stratton, James V	111809
Strawderman, Ruth D	167500
Street, Coleman K	105037
Strickland, Ivy J	156817
Strickland, Johnny D	163895
Stutes, Elie JR	151533
Stutes, Joseph A (AI)	161403
Sullivan, Kevin F	105061
Sullivan, Mack P	111814
Summers, Darrel W	133863
Suttle, William L	133886
Suydam, R C	133889
Sweeney, Joe	207643
Sweeney, Luther B JR	151572
Sweet, Lawrence E	217255
Talbot, Robert J	151595
Talbott, David F	133931
Tallman, Annie Mae	248975
Tallman, Joretta J	256772
Tank, Helen	248980
Tarver, Billy E	151600
Tarver, D C	133944
Tatala, Mary Lee	133946
Taylor, Edward P	217315
Taylor, Gwendolyn L	149740
Taylor, Johnny R	151614
Taylor, Rhonda	249023
Taylor, Terry A	107319
Tedesco, Nancy M	134003
Templeton, A L	134009

Exhibit B

Full Name	PPG ID
Teng, Huijia	144798
Tennant, Forrest L	249050
Tenney, Jan C	105131
Terry, Cornelia R	249062
Tessmer, Richard P	151640
Tezeno, Marcella T	151644
Theriot, Christopher	110283
Thibodaux, Milton J JR	134039
Thibodeaux, Amy E	105148
Thibodeaux, Beulah L	249083
Thibodeaux, Brady A	134040
Thibodeaux, Dean J	151650
Thibodeaux, Earl	105149
Thibodeaux, Lorena P	249084
Thibodeaux, Phillip L	151651
Thibodeaux, Sylvia L	151652
Thiele, C R	134049
Thiele, Robert L	218199
Thierry, Mary E	107323
Thistrup, Wilton	151658
Thomas, Alton JR	134052
Thomas, Amos M	151659
Thomas, Andrew J	252505
Thomas, Archie N	165352
Thomas, James V Jr	151673
Thomas, John M	151675
Thomas, Lawrence E	151679
Thomas, Paul E	151681
Thomas, Ronald W	151684
Thomas, Sheldon Brooks	151685
Thomas, Steven L	107328
Thomas, W H	134088
Thompson, Bradley D	134095
Thompson, Green T JR	151698
Thompson, Karen S	134114
Thompson, Osie W	134121
Thorn, Harold N	151708
Thornley, William E	105183
Tillman, Lois D	151722

Full Name	PPG ID
Tofflemire, David F	249244
Tollenger, Frances D	178754
Tolzda, David G	134191
Tommasi, Jeremy P	134197
Toro, Carlos A	105223
Torres, Gerry E	101343
Torres, Julio A	151746
Torres, Migdalia R	197557
Torres, Neftali	105227
Tousaint, Elizabeth C	151749
Tracy, Darrell W	134230
Trader, Eldora G	249301
Trafford, Allan T III	134231
Trafford, Paul W	134232
Trahan, B R	144547
Trahan, Deborah W	158371
Trahan, Katherine B	107342
Trail, Madeline L	249306
Trammel, Ted A	151762
Tramonte, Joseph V	134241
Tran, Gia V	221907
Travis, Frances E	250914
Treme, Darrell L	134247
Tripp, Richard P	158252
Trouard, Denise H	134276
Trouille, Glenn D	134277
Trowth, Richard R	151775
Truitt, Loretha M	249354
Tugwell, Nancy B	217517
Tullier, Elliott J JR	151792
Tunick, Barry	151794
Tunks, Leland E JR	134307
Tuomala, Roger W	105271
Turano, Garland A	151795
Turek, Judith M	134311
Turner, Barbara J	105276
Turner, Roy D	218737
Tuttle, Phillip D	151814
Tyler, Scot A	175062

Exhibit B

Full Name	PPG ID
Tyson, Ellen A	151820
Tyson, Willard B	151821
Uppercue, Brooke A	105305
Valek, Christopher A	207030
Valentine, Lionel S	134370
Valentine, Wallace L	151849
Valere, Ernesteen B	249488
Valerie, Gerald J	151850
Valmont, Laura Lee	160917
Van Hoozer, Katie J	176792
Vancamp, James D	151856
Vancamp, Joseph W	164886
Vance, Larry W	105329
Vance, Owen C	151858
Vancleef, Donald E	151860
Vander, Elton D	134389
Vanduzen, B D	163684
Vanwinkle, Kyle D	134404
Vaughan, John A	249556
Veal, Charles R	214067
Veillon, Harry A	105349
Veillon, Margaret M	151877
Velasquez, Ruben JR	107369
Venable, Johnny R	105352
Veronesi, James V	105356
Veshio, Leslie N	205817
Vest, Stanley A	134439
Viator, Patrick	107373
Vice, Thomas G	134444
Victorian, Philip J	151892
Vidrine, Delbert J	107375
Villanueva, Rey	108315
Vincent, Auburn K (Butch)	105369
Vincent, Cecil	151897
Vincent, Elwood J	134471
Vincent, Ione M	158372
Vincent, James H	151898
Vincent, Larry J SR	151899
Vincent, Russell J	134476

Full Name	PPG ID
Vincent, Voorhies J	134478
Vizena, Tommy R	151909
Volin, David R	202719
Wade, David W	134508
Wade, Eva B.	249661
Wade, Jerome E	151929
Wade, Ronnie E	154366
Wagner Blair, Glenna	160322
Walborn, Kenneth S JR	151941
Waldmiller, Paul A	105406
Walker, Barbara O	151945
Walker, Terry L	107386
Wallace, James R	111911
Wallace, William E	111912
Wallace, William N	219428
Wallace, Wilton G	151961
Walsh, Daniel M	105436
Walsh, James A SR	107387
Walter, Aubrey C	249771
Walters, James R	142751
Walton, David E	151979
Ward, Terry W	217202
Warden, Jerry P	151990
Ware, Leland V	217181
Ware, Reginald A	111919
Wareham, David A	134636
Warner, Sarah A	217416
Warren, Cedric D	217097
Washington, Artie C Sr	152002
Washington, Joseph A	152003
Washington, Paul	111922
Washington, Smitty A	134663
Wassum, T R	134667
Watkins, Carol J	249860
Watley, Jackie	134682
Watson, David	152012
Watson, Helen K	249878
Watson, John A	203969
Wayman, John F	152020

Exhibit B

Full Name	PPG ID
Weatherly, Pam S	211887
Weaver, David L	105496
Webb, Joseph A	134732
Weber, Beverly J	105502
Weber, D Mark	152038
Weekley, Faye E	249930
Weekley, Sadie T	249933
Weidner, Joseph D	134775
Weidner, Robert C	134776
Weigl, Hermina R	249948
Weihrich, John A	152045
Weir, James	105516
Weiss, Scott R	108339
Welch, Amos J	249958
Welch, James M	152053
Wells, D O	134792
Wells, David A	134791
Wells, Jeanette R	152058
Wentzell, Charles H	110370
Werkheiser, Maryellen E	153815
Westman, Thomas H	105547
Weston, Floyd	152088
Wettemann, Ronald E	108344
Wheeler, Amy P	250031
Whitaker, Gary L	219263
Whitaker, Robert J	152108
White, Carlton Jr	152110
White, David L	152111
White, Frances J	216859
White, Nelma H	250072
White, Richard E	134874
White, Roger D	134875
White, Waylon L	216337
Whitehair, Opal B	134894
Whitehead, Randy K	134896
Whitfield, Scott J	134901
Whitley, Patricia S	158373
Whitney, Erwin C	218950
Whittington, Matthew D	145167

Full Name	PPG ID
Whorton, Bert E	250110
Whorton, Elaine T	107413
Whorton, John E	250111
Whorton, Kenneth W	152136
Widcamp, Linda	250120
Wieczorkowski, Richard J	207572
Wiethe, Jeffrey J	110376
Wiggins, Charles M	108350
Wilcox, Carl J	152145
Wildberger, Dassell R	152148
Wildblood, Lloyd II	134935
Wiley, P W	134943
Wilk, Edward J	105602
Wilkins, Timothy A	152162
Willer, Patrick G	108355
Williams, Alta M	250165
Williams, Barbara W	250167
Williams, C R	134969
Williams, David E	152530
Williams, Frank W	217093
Williams, Hazel	180752
Williams, Jeremiah C	107418
Williams, Joyce B	217142
Williams, Julia M	152188
Williams, Richard A	143550
Williams, Richard E	216126
Williams, Robert E	152196
Williams, Ronald H	158110
Williams, Tommy L	152200
Williams, Walter K	152201
Williams, Wanda J	250234
Williamson, James D	105626
Williamson, Jeffrey G	135036
Williamson, Larry K	135037
Willis, Anthony G	135045
Willis, Francis G JR	152202
Willoughby, Harold E	152208
Wilson, Bobby J	216593
Wilson, Dennis M	174369

Exhibit B

Full Name	PPG ID
Wilson, Gary L	105641
Wilson, Hiram R	216514
Wilson, Jason	108363
Wilson, Leroy	135090
Wilson, Robert G	152231
Wilson, Stephen G	135100
Wilson, Virginia D	152234
Winey, Larry M	135112
Winn, Mitchell S	135119
Winstead, Charles W	105666
Winzor, Anna L	250347
Witt, Jonathan C	105677
Witt, Terry E	107426
Wolfe, Gaylen J	135157
Wood, James H	105702
Wood, M Lynne	105704
Wood, Mark W	105705
Wood, Mary Ann	223093
Wood, Robert L	216588
Woods, James M	105711
Woods, Jerry A	135212
Woofter, George W	107433
Woolfolk, Dolores S	149723
Woolsey, William E	163831
Woolwine, C W JR	135231
Wren, Jon R	107435
Wright, Shirley N	250489
Wyatt, Lois H	152321
Wyche, James E III	152323
Yates, Rose E	135309
Yeater, Gail L	107441
Yellott, Robert H	152345
Yerkey, Robbie Lynn	178389
Yoho, Howard E	207501
Yoho, Lawrence W	135338
Yost, Rudy G	105762
Young, Buell J	216781
Young, Elgin E JR	135354
Young, Irwin O	217185

Full Name	PPG ID
Young, Kenneth D	135359
Young, Lennis E JR	135363
Young, Mark A	105770
Yuravage, Robert T	105781
Zamora, Melanie G	175133
Zellner, Mary M	176086
Zeringue, Leon J JR	105808

Canada

Full Name
Amy, Jessie
Arciero, Conrad
Beauchesne, Robert
Bouffard, Ronald
Bozonat, Jean
Brault, Lise
Cayouette, Gaetan
Charron, Alain
Cote, Robert
Daneau Tardiff, Muguette
Dube, Gaetan
Dubuc, Robert
Dubuc, Jacques
Durocher, Claire
Falardeau, Margaret
Faucher, Denis
Gaudreau, Jean-Maurice
Graham, Reginald
Grenier, Marcel
Jolin, Pierre
Jones, Barrington
Keyser, Eileen
King, Sydney
Lazure, Diane
Leduc, Denis
Legault, Pierre
Lemay, Jean-Marc
Marchand, Marcel
Marleau, Helen
Morissette, Raymond
Ouellet, Roger
Pilote, Marcel
Ramadan, Mahmoud
Roy, Helene
Smith, Pat
St-Denis, Claude
Strunga, Deborah
Talbot, Cecil
Thevenneau-Trudel, Anne
Turbide, Michel
Wolanyk, Michael
Wyndham, Norman

EXHIBIT H

From: Michael Smith (Atlanta) [Michael.Smith@axiall.com]
Sent: 8/14/2013 10:28:35 AM
To: Harper, James [jharper@ppg.com]
CC: Gette, Joseph [jgette@ppg.com]; Robinson, Rachel (Atlanta) (rachel.robinson@towerswatson.com) [rachel.robinson@towerswatson.com]; Travis DeHaven (tdehaven@JonesDay.com) [tdehaven@JonesDay.com]; Rathburn, Karen [rathburn@ppg.com]; Dean Adelman [Dean.Adelman@axiall.com]
Subject: RE: Response to Employee Matters Agreement Errors_attachment No_v3.xlsx

Jim,

Thanks for you note. We will draft an amendment to finalize Schedule B of the Employee Matters Agreement.

Regarding transferring pension balances between PPG and Northern Trust, we believe this would be cleanest and would ensure that the participants would only receive one 1099. We have spoken to Northern Trust and they have indicated that the benefit payments can be reversed, and they did not indicate that it would be cumbersome for them to handle in this manner. To facilitate this process, it would be best if you could work with Melinda DeArman and Dina Jones from the TW pension administration team.

Please let me know if we need to discuss anything further.

Mike

Michael L. Smith
Director – Compensation, Benefits & HR Systems
Axiall Corporation
115 Perimeter Center Place, Suite 460
Atlanta, Georgia 30346
(770) 395-4567 Office
(770) 395-4509 Fax

From: Harper, James [mailto:jharper@ppg.com]
Sent: Friday, August 09, 2013 3:39 PM
To: Michael Smith (Atlanta)
Cc: Gette, Joseph; Robinson, Rachel (Atlanta) (rachel.robinson@towerswatson.com); Travis DeHaven (tdehaven@JonesDay.com); Rathburn, Karen
Subject: RE: Response to Employee Matters Agreement Errors_attachment No_v3.xlsx

Mike

- 1) PPG acknowledges participants not included on Exhibit B, including the Deferred surviving spouses referenced below (Item #2) will remain the responsibility of PPG.
- 2) I will reach out to Melinda Dearman next week to insure she receives data required to support Axiall payments to Patterson & Crow, beginning 01-September-2013.

The Exhibits should then be “final”, and we can now complete the reconciliation of health care coverage and pension costs between Axiall and PPG for the period 01-February-2013 to present. I know that Melinda’s team has been working on this task as well, so we should be able to present the reconciliation to you and Karen for approval. Can you advise if we want to transfer YTD balances between Northern and PPG for individuals we’ve exchanged since 01-February-2013 so they receive a single 1099 this year? If so, please advise name/number of the appropriate Northern contact. If the data exchange process proves to be cumbersome, we can simply communicate to participants why they will receive two 1099’s. Let me know how you’d like to proceed on this item.

Jim



From: Rathburn, Karen
Sent: Monday, August 05, 2013 11:21 AM
To: Michael Smith (Atlanta)
Cc: Gette, Joseph; Harper, James; Robinson, Rachel (Atlanta) (rachel.robinson@towerswatson.com); Travis DeHaven (tdehaven@JonesDay.com)
Subject: RE: Response to Employee Matters Agreement Errors_attachment No_v3.xlsx

Mike,

Jim is going to respond to your questions below.

Karen

From: Michael Smith (Atlanta) [<mailto:Michael.Smith@axiall.com>]
Sent: Monday, August 05, 2013 11:19 AM
To: Rathburn, Karen
Cc: Gette, Joseph; Harper, James; Robinson, Rachel (Atlanta) (rachel.robinson@towerswatson.com); Travis DeHaven (tdehaven@JonesDay.com)
Subject: RE: Response to Employee Matters Agreement Errors_attachment No_v3.xlsx

Karen,

We accept your response below and the EMA list as final but please respond to the following two items that was on my email to you last Thursday 8/1/13:

2) Deferred surviving spouses who were not listed on Exhibit B are remaining with PPG, even if there is support that their spouse had worked at a location that is now part of Axiall. See confirmation from our phone call with PPG on June 18th (phone notes sent by email on June 18th). For instance, Janice Murphy was supposed to commence benefit payments on July 1, and PPG needs to place this participant into payment status. (Additional email sent to Jim yesterday regarding Janice Murphy.)

3) We have not received information from PPG on two of the individuals who were added to the EMA listing by February 20th – Marilyn Patterson, Ruth Ann Crow. Note that we did receive information for Rita Bellard. (Email from Karen on February 20th)

Thank you.
Mike

Michael L. Smith
Director – Compensation, Benefits & HR Systems
Axiall Corporation
115 Perimeter Center Place, Suite 460
Atlanta, Georgia 30346
(770) 395-4567 Office
(770) 395-4509 Fax

From: Rathburn, Karen [<mailto:rathburn@ppg.com>]
Sent: Friday, August 02, 2013 6:00 PM
To: Michael Smith (Atlanta)

Cc: Gette, Joseph; Harper, James; Robinson, Rachel (Atlanta) (rachel.robinson@towerswatson.com)
Subject: Response to Employee Matters Agreement Errors_attachment No_v3.xlsx

Mike,

Sorry for the delay in our response back to you. We used the chart provided to us by your collective team and added our information to it.

Upon further research and analysis, we do agree that the following people should remain with PPG as they were indeed Silicas employees:

238182 Cormier
147222 Haney
102268 Hornsby
147755 Johnson
244497 Martin

We do know a few things based upon our experience with Lake Charles. We know that Location 82 on the documentation that you provided to us is a reference to CA&D and that Location 71 is Silicas. Further, we also know that the information that you provided is often very dated and we have more recent documentation indicating that the person was with CA&D at the time of retirement/termination. As such, we continue to maintain that the 16 employees should have been transferred to Axiall.

Please let us know if there are further questions – we have researched all that you asked and have been cooperative in this process. At this point, we feel that it should be concluded.

Regards,

Karen

The information transmitted, including any attachments, is intended only for the person or entity to which it is addressed and may contain confidential and/or privileged material. Any review, retransmission, dissemination or other use of, or taking of any action in reliance upon, this information by persons or entities other than the intended recipient is prohibited, and all liability arising therefrom is disclaimed. If you received this in error, please contact the sender and delete the material from any computer. Axiall Corporation (formerly known as Georgia Gulf corporation) is a Delaware corporation. This communication may come from Axiall Corporation or one of its subsidiaries.

The information transmitted, including any attachments, is intended only for the person or entity to which it is addressed and may contain confidential and/or privileged material. Any review, retransmission, dissemination or other use of, or taking of any action in reliance upon, this information by persons or entities other than the intended recipient is prohibited, and all liability arising therefrom is disclaimed. If you received this in error, please contact the sender and delete the material from any computer. Axiall Corporation (formerly known as Georgia Gulf corporation) is a Delaware corporation. This communication may come from Axiall Corporation or one of its subsidiaries.

EXHIBIT I

EXECUTION COPY

EMPLOYEE MATTERS AGREEMENT

DATED AS OF JULY 18, 2012

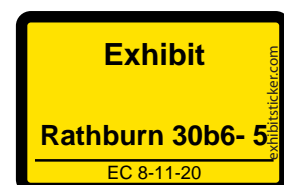
BY AND AMONG

PPG INDUSTRIES, INC.,

EAGLE SPINCO INC.

and

GEORGIA GULF CORPORATION



Bellon-AX000181

EMPLOYEE MATTERS AGREEMENT

This Employee Matters Agreement (this “*Agreement*”), dated as of July 18, 2012, is entered into by and among PPG Industries, Inc. a Pennsylvania corporation (“*Burgundy*”), Eagle Spinco Inc., a Delaware corporation (“*Spinco*”), and Georgia Gulf Corporation, a Delaware corporation (“*Grizzly*,” and together with Burgundy and Spinco, the “*Parties*”).

WHEREAS, pursuant to the Separation Agreement, dated as of July 18, 2012, by and between Burgundy and Spinco (such agreement, as amended, restated or modified from time to time, the “*Separation Agreement*”), Burgundy and Spinco have set out the terms on which, and the conditions subject to which, they wish to implement the Spinco Reorganization (as defined in the Separation Agreement) and the Distribution (as defined in the Separation Agreement).

WHEREAS, pursuant to the Agreement and Plan of Merger, dated as of July 18, 2012, by and among Burgundy, Spinco, Grizzly and Grizzly Acquisition Sub, Inc. (such agreement, as amended, restated or modified from time to time, the “*Merger Agreement*”), immediately following the Distribution, a Subsidiary of Grizzly will merge with and into Spinco, subject to Schedule 8.3(e) to the Merger Agreement (the “*Merger*”) and Spinco Common Stock will be converted into Grizzly Common Stock on the terms and subject to the conditions of the Merger Agreement.

WHEREAS, in connection with the foregoing, the Parties have agreed to enter into this Agreement to allocate, among Burgundy, Spinco and Grizzly, Assets, Liabilities and responsibilities with respect to certain employee compensation, pension and benefit plans, programs and arrangements and certain employment matters.

NOW THEREFORE, in consideration of the mutual agreements, covenants and other provisions set forth in this Agreement, the Parties hereby agree as follows:

ARTICLE I **DEFINITIONS**

Unless otherwise defined in this Agreement, capitalized words and expressions and variations thereof used in this Agreement or in its Exhibits have the meanings set forth below.

- 1.1 “*Affiliate*” has the meaning given to it in the Separation Agreement.
- 1.2 “*Agreement*” means this Employee Matters Agreement, including all the Exhibits hereto.
- 1.3 “*Assets*” has the meaning given to it in the Separation Agreement.
- 1.4 “*Burgundy Benefit Plan*” has the meaning given to it in the Merger Agreement.
- 1.5 “*Burgundy Flex Plan*” means Burgundy’s health care flexible spending, dependent care spending and commuter transportation plans.
- 1.6 “*Burgundy Group*” has the meaning given to it in the Separation Agreement.

1.7 “**Burgundy US DB Plan**” means, collectively and separately, the Burgundy Retirement Income Plan and the Burgundy Retirement Pension Plan.

1.8 “**Burgundy US DC Plan**” means, collectively and separately, the Burgundy Employee Savings Plan; the Burgundy Defined Contribution Retirement Plan; the Burgundy Defined Contribution Retirement Plan for Employees Covered by the Collective Bargaining Agreement between Burgundy and the International Association of Machinists and Aerospace Workers, Local Lodge 470 of District 161; and the Burgundy Defined Contribution Retirement Plan for Employees Covered by Collective Bargaining Agreements.

1.9 “**Business Transfer Time**” has the meaning given to it in the Separation Agreement.

1.10 “**Closing Date**” has the meaning given to it in the Merger Agreement.

1.11 “**Code**” means the Internal Revenue Code of 1986, as amended, or any successor federal income tax Law. Reference to a specific Code provision also includes any temporary or final regulation in force under that provision.

1.12 “**Covered Retirees**” means Former Spingo Employees who were represented by a union during their employment in the United States with Burgundy or its Subsidiaries.

1.13 “**Current Spingo Employee**” means any individual listed on *Exhibit A* to this Agreement, which *Exhibit A* may be updated by Burgundy on the Closing Date to reflect new hires and terminations in the ordinary course of business consistent with past practice.

1.14 “**Effective Time**” has the meaning given to it in the Merger Agreement.

1.15 “**ERISA**” means the Employee Retirement Income Security Act of 1974, as amended. Reference to a specific provision of ERISA also includes any temporary or final regulation in force under that provision.

1.16 “**Excluded Benefits Liabilities**” means (a) any additional Liabilities (*i.e.*, Liabilities that are additional to the Liabilities to provide to Covered Retirees retiree medical benefits based on Burgundy’s retiree medical plans in effect on the date of this Agreement, including, for the avoidance of doubt, any cost increases associated with such Liabilities) resulting from any past, current or future actions, lawsuits, grievances, complaints, or other legal proceedings challenging modifications to and/or terminations of retiree medical benefits for Covered Retirees made by Burgundy or its Subsidiaries prior to the Effective Time; and (b) any Liabilities with respect to the employment or termination of employment by Burgundy of any current or former employee of Burgundy who is not a Current Spingo Employee or a Former Spingo Employee. For the avoidance of doubt, Excluded Benefits Liabilities shall not include (i) the Liabilities to provide to Covered Retirees or any other Spingo Employees retiree medical benefits based on the retiree medical plans of Burgundy and its Subsidiaries in effect on the date of this Agreement (including, for the avoidance of doubt, any cost increases associated with such Liabilities), (ii) any Liabilities with respect to Covered Retirees or any other Spingo Employees resulting from modifications and/or terminations of retiree medical benefits on or after the Effective Time or (iii) any Liabilities resulting from any current or future actions, lawsuits,

grievances, complaints, or other legal proceedings with respect to the items described in clauses (i) and (ii), all of which Liabilities Spinco assumes pursuant to Section 2.2(a) of this Agreement.

1.17 “**Former Spinco Employee**” means any individual listed on **Exhibit B** to this Agreement, which **Exhibit B** may be updated by Burgundy on the Closing Date to reflect (a) any individual who is listed on **Exhibit A** as a Current Spinco Employee and who ceases to be employed by Burgundy or one of its Subsidiaries prior to the Effective Time, (b) any individual who, after December 31, 2010, (i) became an inactive employee and was engaged in the Eagle Business prior to becoming an inactive employee or (ii) became a surviving spouse of an inactive employee who was engaged in the Eagle Business prior to becoming an inactive employee, and (c) any other individual that Burgundy reasonably determines in its good faith judgment is an inactive employee or surviving spouse of an inactive employee who was engaged in the Eagle Business prior to becoming an inactive employee; provided, however, that Burgundy may only add an individual to **Exhibit B** to this Agreement pursuant to clause (c) of this Section 1.17 if Burgundy removes an individual from **Exhibit B** to this Agreement; and provided, further, that Grizzly shall have the right, prior to the Effective Time, to confirm that each of the individuals proposed to be listed on the final **Exhibit B** to this Agreement was engaged in the Eagle Business (or the surviving spouse of such an individual) and if Grizzly reasonably demonstrates to Burgundy, in Burgundy’s reasonable, good faith judgment, that such individual was not engaged in the Eagle Business (or the surviving spouse of such an individual), such individual shall not be included on the final version of **Exhibit B** to this Agreement. Subject to applicable Law, Burgundy shall provide to Grizzly all information reasonably available to Burgundy that is reasonably requested by Grizzly in order for Grizzly to conduct the confirmation described in the proviso to the immediately preceding sentence.

1.18 “**Grizzly Benefit Plan**” has the meaning given to it in the Merger Agreement.

1.19 “**Grizzly Common Stock**” means the common stock, par value \$0.01 per share, of Grizzly.

1.20 “**Law**” has the meaning given to it in the Separation Agreement.

1.21 “**Liabilities**” has the meaning given to it in the Separation Agreement.

1.22 “**Participating Company**” means (a) Burgundy and (b) any other Person (other than an individual) that is a participating employer in a Burgundy Benefit Plan.

1.23 “**Person**” has the meaning given to it in the Separation Agreement.

1.24 “**Spinco Benefit Plan**” has the meaning given to it in the Merger Agreement.

1.25 “**Spinco Common Stock**” has the meaning given to it in the Separation Agreement.

1.26 “**Spinco Employee Flex Plan Accounts**” means the accounts of the Spinco Employees under the Burgundy Flex Plan.

1.27 “**Spinco Employees**” means the Current Spinco Employees and the Former Spinco Employees.

- 1.28 “*Spinco Entities*” has the meaning given to it in the Separation Agreement.
- 1.29 “*Spinco Group*” has the meaning given to it in the Separation Agreement.
- 1.30 “*Spinco Financing*” has the meaning given to it in the Merger Agreement.
- 1.31 “*Subsidiary*” has the meaning given to it in the Separation Agreement.
- 1.32 “*TCI Interests*” has the meaning given to it in the Separation Agreement.
- 1.33 “*Transaction Agreements*” has the meaning given to it in the Merger Agreement.

1.34 “*Transfer Interest*” means interest calculated based on the actual rate of return on Burgundy US DB Trust Assets between the Effective Time and the applicable date of transfer; provided that the Parties shall jointly select and engage an independent investment consultant with whom none of the Parties has had a material relationship in the last two years to verify the rate of return determined by Burgundy. Each of Grizzly and Burgundy shall bear 50% of the costs of the investment consultant referred to in the immediately preceding sentence.

TERMS DEFINED IN THIS AGREEMENT

<u>Defined Term</u>	<u>Section</u>
2012 Spinco Employee Bonuses.....	Section 4.1
2013 Spinco Employee Bonuses.....	Section 4.2
Actuary	Section 6.2(b)
Adjusted CN DB Transfer Amount	Section 6.3(c)
Aggregate Flex Plan Balance.....	Section 3.4(b)
Burgundy.....	Preamble
Burgundy CN DB Plan	Section 6.3(a)
Burgundy CN DC Plans.....	Section 6.1(b)
Burgundy CN SERP	Section 6.5(d)
Burgundy DCP I	Section 6.5(b)
Burgundy DCP II	Section 6.5(c)
Burgundy US DB Trust	Section 6.2(b)
Burgundy US SERP.....	Section 6.5(a)
CBAs.....	Section 7.3
CN DB Asset Transfer Report	Section 6.3(b)
CN DB Transitional Period.....	Section 6.3(c)
COBRA.....	Section 5.1
Determination Date	Section 6.2(d)
Estimated CN DB Transfer Amount.....	Section 6.3(b)
Estimated US DB Transfer Value.....	Section 6.2(b)
Exhibit E CBAs.....	Section 7.1
Final Adjusted CN DB Transfer Amount.....	Section 6.3(c)
Final Estimated CN DB Transfer Amount.....	Section 6.3(b)
Final Transferred US DBL APV.....	Section 6.2(e)
Final US DB Transfer Value.....	Section 6.2(e)
Foreign CBAs	Section 7.3

Grizzly.....	Preamble
Grizzly True Up Amount	Section 6.2(d)
Initial US DB Transfer.....	Section 6.2(b)
Initial US DB Transfer Amount.....	Section 6.2(b)
LC CBA	Section 7.2
Merger.....	Recitals
Merger Agreement.....	Recitals
New Plans	Section 3.3
Overfunding Amount	Section 6.2(d)
Parties.....	Preamble
Section 6.2(e) Notice of Objection	Section 6.2(e)
Section 6.2(e) Resolution Period	Section 6.2(e)
Section 6.3(b) Notice of Objection	Section 6.3(b)
Section 6.3(b) Resolution Period	Section 6.3(b)
Section 6.3(c) Notice of Objection	Section 6.3(c)
Section 6.3 (c) Resolution Period	Section 6.3(c)
Separation Agreement.....	Recitals
Spinco	Preamble
Spinco CN DB Plan	Section 6.3(a)
Spinco CN DC Plans.....	Section 6.1(b)
Spinco CN SERP	Section 6.5(d)
Spinco DCP I	Section 6.5(b)
Spinco DCP II.....	Section 6.5(c)
Spinco Flex Plan	Section 3.4(a)
Spinco US DB Plan.....	Section 6.2(a)
Spinco US DB Trust	Section 6.2(b)
Spinco US SERP.....	Section 6.5(a)
TCI	Section 2.1
Transferred CN DB Liabilities.....	Section 6.3(a)
Transferred US DB Liabilities	Section 6.2(a)
Transferred US DBL APV.....	Section 6.2(d)
TW DB Plan.....	Section 6.4
TW DC Plan.....	Section 6.4
Underfunding Amount	Section 6.2(d)
US DB Transfer Value.....	Section 6.2(b)
WARN	Section 5.2
Welfare Benefits	Section 5.3
Year 1 Payment.....	Section 6.2(d)
Year 2 Payment.....	Section 6.2(d)
Year 3 Payment.....	Section 6.2(d)

ARTICLE II
EMPLOYMENT OF CURRENT SPINCO EMPLOYEES;
ASSUMPTION AND RETENTION OF LIABILITIES GENERALLY;
SPINCO PARTICIPATION IN BURGUNDY BENEFIT PLANS

2.1 Employment of Current Spinco Employees. Burgundy shall cause all Current Spinco Employees to be employees of Spinco, a Spinco Entity or, if the transfer of the TCI

Interests occurs at or prior to the Business Transfer Time, Taiwan Chlorine Industries, Ltd. (“TCI”), as applicable, no later than the Business Transfer Time. A Spinco Employee shall not be deemed to have terminated employment for purposes of determining eligibility for severance benefits under a Burgundy Benefit Plan or a Spinco Benefit Plan solely as a result of the consummation of the transactions contemplated by the Transaction Agreements.

2.2 Assumption and Retention of Liabilities Generally.

(a) From and after the Business Transfer Time, except as otherwise expressly provided in this Agreement, Spinco shall assume or retain, as applicable, and Spinco on behalf of the Spinco Group hereby agrees to, or to cause the applicable member of the Spinco Group to, pay, perform, fulfill and discharge in due course in full, and to indemnify and hold harmless the Burgundy Group for, (i) all Spinco Benefit Plans and all Liabilities with respect to all Spinco Benefit Plans, (ii) all Liabilities with respect to the employment or termination of employment of all Spinco Employees, (iii) all Liabilities with respect to the provision of, or claims for, retiree health and/or life insurance benefits to Spinco Employees, (iv) all Liabilities with respect to any past, current or future actions, lawsuits, grievances, complaints, or other legal proceedings by any Spinco Employee with respect to the employment or termination of employment by the Burgundy Group or the Spinco Group, including with respect to any Burgundy Benefit Plan and the Liabilities described in clause (iii) of this Section 2.2(a), and (v) any other Liabilities expressly assumed or retained by, or assigned or allocated to, any member of the Spinco Group under this Agreement. Notwithstanding the preceding sentence and anything in this Agreement to the contrary, the Spinco Group shall not assume, and Burgundy shall retain, indemnify and hold Grizzly and its Subsidiaries harmless against, the Excluded Benefits Liabilities.

(b) The Parties agree that to the extent provided under the applicable Laws of any foreign jurisdictions, (i) any employment agreements between Burgundy and its Affiliates, on the one hand, and any non-U.S. Spinco Employee, on the other hand, and (ii) any collective bargaining agreements applicable to any non-U.S. Spinco Employees in such jurisdictions, will in each case have effect at and after the Business Transfer Time as if originally made between Spinco, or the applicable Spinco Entity employing such individual, and the other parties to such employment agreement or collective bargaining agreement.

2.3 Spinco Participation in Burgundy Benefit Plans. Effective as of the Business Transfer Time, (a) Spinco and each Spinco Entity shall cease to be a Participating Company in any Burgundy Benefit Plan, other than any Spinco Benefit Plan, (b) the Spinco Employees shall cease to accrue further benefits and shall cease to be active participants in the Burgundy Benefit Plans (other than any Spinco Benefit Plan), and (c) the Parties shall take all necessary action to effectuate the foregoing.

ARTICLE III
TERMS OF EMPLOYMENT FOR SPINCO EMPLOYEES

3.1 Levels of Compensation and Benefits for Bargained Spinco Employees. Spinco shall provide, or shall cause to be provided, to each Current Spinco Employee covered by a CBA, compensation, benefits and terms of employment in accordance with applicable Law and the terms of the applicable CBA, and, with respect to any Current Spinco Employee covered by a

CBA, the terms and conditions of the applicable CBA shall supersede any terms and conditions of this Agreement that are inconsistent therewith.

3.2 Levels of Compensation and Benefits for Non-Bargained Spinco Employees. For a period of one year following the Effective Time, Spinco shall provide, or shall cause to be provided by the applicable member of the Spinco Group, to each Current Spinco Employee who is not covered by a CBA (a) base compensation and bonus opportunities that, in each case, are no less favorable in the aggregate than were provided to the Current Spinco Employee immediately before the Effective Time; provided, however, that during such one year period the base compensation of each Current Spinco Employee shall be at least equal to such Current Spinco Employee's base compensation immediately prior to the Effective Time; and (b) all other compensation and benefits that are no less favorable in the aggregate than the other compensation and benefits provided to such Current Spinco Employee immediately prior to the Effective Time; provided, however, that Spinco's obligations under this Section 3.2 with respect to health, dental, prescription drug, life insurance, disability, flexible spending, accident and sickness benefits shall apply until December 31, 2013. For the one year period following the Effective Time, Spinco shall provide, or shall cause to be provided to each Current Spinco Employee who is not covered by a CBA severance benefits that are no less favorable than the severance benefits provided to the Current Spinco Employee immediately before the Effective Time (giving effect, for the avoidance of doubt, to the service credit provisions set forth in Section 3.3). In addition to the foregoing, Spinco shall, and shall cause the Spinco Group to, comply with applicable Law regarding compensation and benefits of the Spinco Employees who are not covered by a CBA.

3.3 Service Credit and Welfare Plans. For all purposes (including vesting, eligibility to participate and level of benefits) under the employee benefit plans of Grizzly and its Subsidiaries (including Spinco and its Subsidiaries) providing benefits to any Current Spinco Employees after the Effective Time (the "**New Plans**"), following the Effective Time, Grizzly and Spinco shall cause each Current Spinco Employee to be credited with his or her years of service with Burgundy, Spinco and their Subsidiaries and their respective predecessors before the Effective Time, to the same extent as such Current Spinco Employee was entitled, before the Effective Time, to credit for such service under any corresponding Burgundy Benefit Plan in which such Current Spinco Employee participated or was eligible to participate immediately prior to the Effective Time; provided that the foregoing (a) shall not make a Spinco Employee eligible for any Grizzly Benefit Plan that was unavailable for eligibility purposes to new participants as of the Effective Time, and (b) shall not apply with respect to any New Plan that is a frozen defined benefits plan or to the extent that its application would result in a duplication of benefits with respect to the same period of service. In addition, and without limiting the generality of the foregoing, following the Effective Time, (x) Grizzly and Spinco shall cause each Current Spinco Employee to be immediately eligible to participate, without any waiting time, in any and all corresponding New Plans to the extent coverage under any such New Plan is comparable to a Burgundy Benefit Plan in which such Current Spinco Employee participated immediately before the Effective Time, and (y) for purposes of each New Plan providing medical, dental, pharmaceutical and/or vision benefits to any Current Spinco Employee, Grizzly and Spinco shall use commercially reasonable efforts to cause (i) all pre-existing condition exclusions and actively-at-work requirements of such New Plan to be waived for such employee and his or her covered dependents, unless and to the extent the individual, immediately prior to entry in any such New Plan, was subject to such conditions under the corresponding Burgundy

Benefit Plan, and (ii) any eligible expenses incurred by such employee and his or her covered dependents during the portion of the plan year of the Burgundy Benefit Plan ending on the date such employee's participation in the corresponding New Plan begins to be taken into account under such New Plan for purposes of satisfying all deductible, coinsurance and maximum out-of-pocket requirements applicable to such employee and his or her covered dependents for the applicable plan year as if such amounts had been paid in accordance with such New Plan. For the avoidance of doubt, neither this Section 3.3 nor any other provision in this Agreement shall be construed to provide for service credit or eligibility to an employee or former employee of Grizzly (other than a Spinco Employee) in any Spinco Benefit Plan or any other plan or arrangement maintained by the Spinco Group or an applicable member thereof.

3.4 Flexible Spending Accounts.

(a) Immediately following the Effective Time, Spinco shall adopt one or more plans providing for health care flexible spending, dependent care spending and commuter transportation spending accounts for the benefit of the Spinco Employees (collectively, the "***Spinco Flex Plan***"), which plans shall be effective immediately following the Effective Time. The Parties shall take all actions necessary or appropriate so that, effective as of the Effective Time, (i) the account balances under the Spinco Employee Flex Plan Accounts shall be transferred to the Spinco Flex Plan; (ii) the elections, contribution levels and coverage levels of the Spinco Employees shall apply under the Spinco Flex Plan in the same manner as under the Burgundy Flex Plan; and (iii) from and after the Effective Time, the Spinco Employees shall be reimbursed from the Spinco Flex Plan in a comparable manner based on the same terms as the Burgundy Flex Plan for claims incurred at any time during the plan year in which the Effective Time occurs.

(b) As soon as reasonably practicable after the Effective Time, Burgundy shall determine the Aggregate Flex Plan Balance and notify Grizzly of the amount of such Aggregate Flex Plan Balance in writing. For purposes of this Section 3.4, the term "***Aggregate Flex Plan Balance***" shall mean, as of the Effective Time, the aggregate amount of contributions that have been made to the Spinco Employee Flex Plan Accounts for the plan year in which the Effective Time occurs minus the aggregate amount of reimbursements that have been made from the Spinco Employee Flex Plan Accounts for the plan year in which the Effective Time occurs. If the Aggregate Flex Plan Balance is a negative amount, Grizzly shall cause Spinco to pay the absolute value of such amount to Burgundy as soon as practicable following Grizzly's receipt of the written notice thereof. If the Aggregate Flex Plan Balance is a positive amount, Burgundy shall pay such positive amount to Spinco as soon as practicable following Burgundy's delivery to Grizzly of the written notice thereof.

3.5 Earned Vacation. Following the Effective Time, for each Current Spinco Employee who is not covered by a CBA, Spinco shall, or shall cause the applicable member of the Spinco Group to, honor all unused vacation, personal days and sick days of each such Current Spinco Employee during the calendar year in which the Effective Time occurs, and thereafter, Spinco shall, or shall cause the applicable member of the Spinco Group to, cause the Current Spinco Employees who are not covered by a CBA to be subject to, and commence to accrue benefits under, the vacation, sick leave and other personal time off policies of Grizzly or its Subsidiaries applicable to the respective Current Spinco Employee (giving effect, for the avoidance of doubt, to the service credit provisions set forth in Section 3.3).

3.6 HRA Accounts. Spinco shall assume all Liabilities with respect to health reimbursement accounts held by Spinco Employees covered by a CBA and Spinco shall indemnify and hold harmless the Burgundy Group for any such Liabilities.

ARTICLE IV
ANNUAL BONUS AWARDS FOR SPINCO EMPLOYEES

4.1 2012. If the Effective Time occurs prior to the payment of bonuses to eligible Spinco Employees in respect of the 2012 calendar year ("**2012 Spinco Employee Bonuses**"), (a) Burgundy shall calculate the 2012 Spinco Employee Bonuses in accordance with the terms of the applicable Burgundy bonus plans and shall provide Grizzly with such calculations, (b) no later than March 15, 2013, Spinco or the applicable member of the Spinco Group shall pay to the eligible Spinco Employees the 2012 Spinco Employee Bonuses as calculated by Burgundy, and (c) Burgundy shall reimburse Spinco or the applicable member of the Spinco Group for the portion of the 2012 Spinco Employee Bonuses equal to the product obtained by multiplying (i) the aggregate amount of the 2012 Spinco Employee Bonuses by (ii) the quotient obtained by dividing (A) the number of days from and including January 1, 2012 through and including the earlier of December 31, 2012 and the date on which the Effective Time occurs by (B) 366, such reimbursement to be made within ten calendar days following receipt by Burgundy of written confirmation from Grizzly of the payment of the 2012 Spinco Employee Bonuses.

4.2 2013. Subject to Section 3.2 of this Agreement, Spinco or the applicable member of the Spinco Group shall be responsible for determining and paying to eligible Spinco Employees the annual bonus awards in respect of the 2013 calendar year ("**2013 Spinco Employee Bonuses**"); provided, however, that Burgundy shall reimburse Spinco or the applicable member of the Spinco Group for the portion of the 2013 Spinco Employee Bonuses equal to the product obtained by multiplying (a) the aggregate amount of the 2013 Spinco Employee Bonuses by (b) the quotient obtained by dividing (i) the number of days from and including January 1, 2013 through and including the date on which the Effective Time occurs by (ii) 365, such reimbursement to be made within ten calendar days following receipt by Burgundy of written confirmation from Grizzly of the payment of the 2013 Spinco Employee Bonuses. Prior to the Effective Time, Grizzly shall establish performance targets and payout levels for purposes of determining the 2013 Spinco Employee Bonuses consistent with the requirements of Section 3.2 of this Agreement, which performance targets and payout levels shall be comparable (in terms of degree of difficulty and expected payouts) to those used to determine the 2012 Spinco Employee Bonuses, taking into account the Merger; provided, however, that if the Effective Time occurs after February 28, 2013, Grizzly shall consult in good faith with Burgundy regarding the performance targets and payout levels for purposes of determining the 2013 Spinco Employee Bonuses.

ARTICLE V
COBRA AND HIPAA; WARN ACT; WELFARE BENEFITS;
WORKERS COMPENSATION; DISABILITY BENEFITS

5.1 COBRA and HIPAA. Spinco shall assume all Liabilities resulting from any events occurring on or after the Business Transfer Time with respect to Spinco Employees and their eligible dependents, in respect of health insurance under the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended ("**COBRA**"), and the Health Insurance Portability and

Accountability Act of 1996, Sections 601, et seq. and Sections 701, et seq. of ERISA, Section 4980B and Sections 9801, et seq. of the Code and applicable state or similar Laws and Spinco shall indemnify and hold harmless the Burgundy Group for any such Liabilities. Burgundy shall retain all Liabilities resulting from any events occurring before the Business Transfer Time with respect to Spinco Employees and their eligible dependents, in respect of health insurance under COBRA, and the Health Insurance Portability and Accountability Act of 1996, Sections 601, et seq. and Sections 701, et seq. of ERISA, Section 4980B and Sections 9801, et seq. of the Code and applicable state or similar Laws and Burgundy shall indemnify and hold harmless Spinco and Grizzly for any such Liabilities.

5.2 WARN Act. Spinco shall assume all Liabilities incurred by Burgundy and its Subsidiaries pursuant to the Worker Adjustment and Retraining Notification Act ("*WARN*") and any similar statute in connection with any Spinco Employee, to the extent any such Liabilities arise from actions of Grizzly or its Subsidiaries (including Spinco and its Subsidiaries) following the Effective Time and Spinco shall, and shall cause the Spinco Group to, indemnify and hold harmless the Burgundy Group for any such Liabilities. Burgundy shall otherwise be solely responsible for compliance with all obligations under WARN and any similar statute in connection with any Spinco Employee prior to the Effective Time.

5.3 Welfare Benefits. Burgundy shall be solely responsible (and shall indemnify Grizzly) for claims for health, life insurance, accidental death and disability, severance, dental and prescription drug benefits ("*Welfare Benefits*") that are incurred by or with respect to any Spinco Employee before the Business Transfer Time and during such Spinco Employee's employment with Burgundy or any of its Subsidiaries. Spinco shall be solely responsible (and shall indemnify Burgundy) for claims for Welfare Benefits that are incurred by or with respect to any Spinco Employee on or after the Business Transfer Time. For purposes of this Section 5.3, any claim for a benefit under a Welfare Benefit plan shall be considered incurred when the services are rendered, the supplies are provided or medication is prescribed, and not when the condition arose; provided that claims relating to a hospital confinement that begins on or before the Business Transfer Time but continues thereafter shall be treated as incurred on or before the Business Transfer Time. This Section 5.3 shall not apply to (a) Liabilities with respect to the provision of, or claims for, retiree health and/or life insurance benefits, if any, to Spinco Employees, which are covered by Section 2.2(a)(iii) of this Agreement or any actions, suits or proceedings with respect to such matters, which are covered by Section 2.2(a)(iv) of this Agreement, or (b) claims by Spinco Employees for short-term and/or long-term disability benefits, which are covered by Section 5.4 of this Agreement.

5.4 Spinco Employee Disability Benefits. Spinco shall assume all Liabilities resulting from claims by Spinco Employees for short-term and/or long-term disability benefits and Spinco shall indemnify and hold harmless the Burgundy Group for any such Liabilities.

ARTICLE VI

PENSION PLANS AND DEFERRED COMPENSATION PLANS

6.1 Burgundy Defined Contribution Plans.

(a) Burgundy U.S. DC Plan. No Spinco Employee shall accrue any benefit under the Burgundy US DC Plan after the Effective Time. No Assets or Liabilities of the

Burgundy US DC Plan shall be transferred to a retirement plan maintained by Grizzly or any of its Subsidiaries (including Spinco and its Subsidiaries), other than in connection with a rollover of a Spinco Employee's account balance under the Burgundy US DC Plan. Following the Effective Time, Grizzly shall cause a defined contribution plan sponsored by a member of the Spinco Group that is qualified under Section 401(a) of the Code to accept a rollover of (i) the cash portion of any "eligible rollover distribution" (within the meaning of Section 402(c)(4) of the Code) to a Spinco Employee from any Burgundy US DC Plan and (ii) the portion of any such eligible rollover distribution that consists of a promissory note applicable to a loan from such Burgundy US DC Plan to such Spinco Employee.

(b) **Burgundy CN DC Plans.** No Spinco Employee shall accrue any benefit under the Burgundy defined contribution pension plans or retirement savings arrangements covering Canadian employees ("**Burgundy CN DC Plans**") after the Effective Time. No Assets or Liabilities of the Burgundy CN DC Plans shall be transferred to pension plans or retirement savings plans maintained by Grizzly or any of its Subsidiaries (including Spinco and its Subsidiaries), other than in connection with an individual transfer of a Spinco Employee's account balance under the Burgundy CN DC Plans. As soon as practicable following the Closing Date, but effective as of the Effective Time, Spinco shall establish or shall cause a member of the Spinco Group to establish defined contribution pension plans or retirement savings arrangements designed, where applicable, to be registered under applicable Canadian Laws or designate existing defined contribution pension plans or retirement savings arrangements that are so qualified (such plans or arrangements in either case, the "**Spinco CN DC Plans**") to provide benefits to Spinco Employees employed in Canada. After the Closing Date, Burgundy and Spinco will allow Spinco Employees who so elect to transfer their account balances in the Burgundy CN DC Plans to the Spinco CN DC Plans.

6.2 U.S. DB Plan Spinoff.

(a) As soon as practicable following the Effective Time, Spinco shall, or shall cause a member of the Spinco Group to, establish one or more defined benefit pension plans designed to be a qualified plan under Section 401(a) of the Code (such plans collectively and separately, the "**Spinco US DB Plan**"), to provide benefits to Spinco Employees, and to accept the transfer of Assets and Liabilities provided for in this Section 6.2. Effective as of the completion of the Initial US DB Transfer (as defined below), Burgundy shall direct the trustee of the Burgundy US DB Plan to transfer to the Spinco US DB Plan, and Grizzly shall cause the Spinco US DB Plan to assume and be responsible for (and Grizzly and Spinco shall indemnify Burgundy for), all Liabilities of the Burgundy US DB Plan for benefits accrued through the Effective Time by the Spinco Employees who were participants in the Burgundy US DB Plan before the Effective Time (the "**Transferred US DB Liabilities**"), and Burgundy and the Burgundy US DB Plan shall have no further responsibility for the Transferred US DB Liabilities. In the event a Spinco Employee with respect to whom Liability has been transferred from the Burgundy US DB Plan to the Spinco US DB Plan pursuant to this Section 6.2 has a qualified domestic relations order pending or approved in the Burgundy US DB Plan as of the transfer date, all documentation concerning such qualified domestic relations order shall be assigned to the Spinco US DB Plan. In all events, the Burgundy US DB Plan shall be responsible for paying to Spinco Employees who have elected to commence payments all monthly benefit payments that are required to be paid prior to the date of the Initial US DB Transfer and the Spinco US DB

Plan shall be responsible for paying to Spinco Employees all monthly benefit payments that are required to be paid on or after the date of the Initial US DB Transfer.

(b) After the Effective Time, the Parties shall cause the transfer from the trust funding the Burgundy US DB Plan (the “**Burgundy US DB Trust**”) to the trust designated to fund the Spinco US DB Plan (the “**Spinco US DB Trust**”) a portion of the Assets of the Burgundy US DB Trust, having a value, as of the Effective Time, equal to the amount required to be transferred under Section 414(l) of the Code (the “**US DB Transfer Value**”) in the manner set forth in this Section 6.2(b). Mercer LLC (the “**Actuary**”) shall deliver to the Parties an initial estimate of the US DB Transfer Value (the “**Estimated US DB Transfer Value**”) on the first business day following the date on which the Effective Time occurs, and the Parties shall cause the transfer of Assets from the Burgundy US DB Trust to the Spinco US DB Trust equal to 90 percent of the Estimated US DB Transfer Value plus Transfer Interest thereon in respect of the period commencing on the Effective Time and ending on the date of such transfer (such sum, the “**Initial US DB Transfer Amount**”) as promptly as practicable (and in no event more than 5 days) after the date on which the Actuary has delivered to the Parties the Estimated US DB Transfer Value (such transfer, the “**Initial US DB Transfer**”). The Parties shall determine the Final US DB Transfer Value (as defined in Section 6.2(e)) in accordance with the procedural provisions set forth in Section 6.2(e). In the event the Final US DB Transfer Value exceeds the Initial US DB Transfer Amount, the Parties shall promptly (and in any event within 5 days after the determination of the Final US DB Transfer Value) cause the transfer of Assets from the Burgundy US DB Trust to the Spinco US DB Trust equal to the amount by which the Final US DB Transfer Value exceeds the Initial US DB Transfer Amount plus Transfer Interest thereon in respect of the period commencing on the Effective Time and ending on the date of such transfer. In the event the Initial US DB Transfer Amount exceeds the Final US DB Transfer Value, the Parties shall promptly (and in any event within 5 days after the determination of the Final US DB Transfer Value) cause the transfer of Assets from the Spinco US DB Trust to the Burgundy US DB Trust equal to the amount by which the Initial US DB Transfer Amount exceeds the Final US DB Transfer Value plus Transfer Interest thereon in respect of the period commencing on the Effective Time and ending on the date of such transfer back to the Burgundy US DB Trust. The determination of the US DB Transfer Value and the Final US DB Transfer Value shall be made using the assumptions and methodologies set forth on, and otherwise in accordance with, **Exhibit C** to this Agreement.

(c) The Assets transferred from the Burgundy US DB Trust pursuant to this Section 6.2 shall be in the form of cash. The Assets transferred from the Spinco US DB Trust pursuant to this Section 6.2, if any, shall be in the form of cash.

(d) The Parties shall determine the Final Transferred US DBL APV (as defined in Section 6.2(e)) in accordance with the procedural provisions set forth in Section 6.2(e). If the Final Transferred US DBL APV exceeds the Final US DB Transfer Value (such excess, the “**Underfunding Amount**”), Burgundy shall, on the later of (i) the one year anniversary of the Effective Time, and (ii) five days following the first date that both the Final Transferred US DBL APV and the Final US DB Transfer Value have been determined (the “**Determination Date**”), pay to Grizzly (or to a member of the Spinco Group as directed by Grizzly) an amount equal to the Underfunding Amount and Grizzly (or such member of the Spinco Group as directed by Grizzly) shall deposit such Underfunding Amount in the Spinco US DB Trust immediately following receipt of such Underfunding Amount from Burgundy. If the

Final US DB Transfer Value exceeds the Final Transferred US DBL APV (the amount of such excess, the “**Overfunding Amount**”), Grizzly shall pay, or cause to be paid, to Burgundy an amount equal to the lesser of (x) \$50 million and (y) the Overfunding Amount (the lesser of clauses (x) and (y), the “**Grizzly True Up Amount**”) in accordance with the following schedule:

Payment Date	Payment Amount
The later of the first anniversary of the Effective Time and five days following the Determination Date	<p>If no portion of the Spinco Financing is repaid prior to the first anniversary of the Effective Time, the lesser of (x) \$5 million and (y) the Grizzly True Up Amount.</p> <p>If any portion of the Spinco Financing is repaid prior to the first anniversary of the Effective Time, the lesser of (x) \$10 million and (y) the Grizzly True Up Amount.</p> <p>The amount of the payment required to be made by this item, the “Year 1 Payment”).</p>
Second anniversary of the Effective Time	<p>If no portion of the Spinco Financing is repaid prior to the first anniversary of the Effective Time, the lesser of (x) \$15 million and (y) an amount equal to the Grizzly True Up Amount minus the Year 1 Payment.</p> <p>If any portion of the Spinco Financing is repaid prior to the first anniversary of the Effective Time, the lesser of (x) \$10 million and (y) an amount equal to the Grizzly True Up Amount minus the Year 1 Payment.</p> <p>The amount of the payment required to be made by this item, the “Year 2 Payment”).</p>
Third anniversary of the Effective Time	<p>The lesser of (x) \$15 million and (y) an amount equal to the Grizzly True Up Amount minus the Year 1 Payment minus the Year 2 Payment.</p> <p>The amount of the payment required to be made by this item, the “Year 3 Payment”).</p>
Fourth anniversary of the Effective Time	<p>The lesser of (x) \$15 million and (y) an amount equal to the Grizzly True Up Amount minus the Year 1 Payment minus the Year 2 Payment minus the Year 3 Payment.</p>

For purposes of this Agreement, “**Transferred US DBL APV**” shall mean the present value of the Transferred US DB Liabilities determined as of the Effective Time (where applicable, based on the ultimate benefit multiplier under the applicable Exhibit E CBAs or the LC CBA) in accordance with the actuarial assumptions used by Burgundy with respect to the Burgundy US DB Plan for the 2012 plan year for purposes of Section 430 of the Code except that (i) the interest rate and mortality assumptions shall be adjusted to the Effective Time in accordance with Sections 430(h)(2) and 430(h)(3) of the Code, and (ii) the calculation shall be made in accordance with the provisions of Section 430(h)(2)(C)(iv)(II) of the Code (as enacted by

Section 40211 of the Moving Ahead for Progress in the 21st Century Act) applicable to the 2013 calendar year regardless of when the Effective Time occurs. For the avoidance of doubt, the interest rate assumption referred to in the immediately preceding sentence shall be based on the 24-month average segment rates ending on the last day of the month that is five months prior to the month in which the Effective Time occurs and the IRS-mandated mortality static table assumption for the plan year containing the Effective Time.

(e) As soon as administratively practicable following the Effective Time, the Actuary shall provide Grizzly's actuary with its determination of the US DB Transfer Value and the Transferred US DBL APV, together with a complete computer file containing the employee data for the Spinco Employees who participated in the Burgundy US DB Plan immediately prior to the Effective Time and all other relevant information used by the Actuary or otherwise reasonably requested by Grizzly's actuary as needed to calculate the US DB Transfer Value and the Transferred US DBL APV; provided, however, that the Actuary shall not provide any information with respect to an employee who is not a Spinco Employee that would identify such individual. The US DB Transfer Value and the Transferred US DBL APV provided by the Actuary pursuant to the immediately preceding sentence shall be the "**Final US DB Transfer Value**" and the "**Final Transferred US DBL APV**" and shall be final and binding upon the Parties unless prior to the close of business on the 30th day following Grizzly's receipt of the information described in the first sentence of this Section 6.2(e), Grizzly delivers to Burgundy a written notice (a "**Section 6.2(e) Notice of Objection**") stating that Grizzly believes that the Actuary's calculation of the US DB Transfer Value and the Transferred US DBL APV contains factual or mathematical errors, fails to comply with ERISA, or otherwise fails to comply, in the case of the US DB Transfer Value, with the actuarial assumptions expressly set forth in *Exhibit C* and states in reasonable detail the basis for such belief. Should Grizzly timely provide a 6.2(e) Notice of Objection, the Parties shall use their reasonable best efforts to resolve promptly (but in any event within 15 days following such Section 6.2(e) Notice of Objection (such period, the "**Section 6.2(e) Resolution Period**") any disagreements regarding the US DB Transfer Value and the Transferred US DBL APV and if they so resolve the disagreements, the agreed US DB Transfer Value and the agreed Transferred US DBL APV shall be the "**Final US DB Transfer Value**" and the "**Final Transferred US DBL APV**" and shall be final and binding upon the Parties. In the event that the Parties cannot resolve such disagreements during the 6.2(e) Resolution Period, the Parties shall, within 15 days following the 6.2(e) Resolution Period, jointly select and engage an independent third actuary with whom none of the Parties have had a material relationship in the last two years, who shall render its determination promptly (and in any event within 30 days following its engagement) in accordance with the requirements of this Section 6.2 and whose determination shall be the "**Final US DB Transfer Value**" and the "**Final Transferred US DBL APV**" and shall be final and binding upon the Parties. In no event (except for inaccuracy of the data provided) shall (i) the US DB Transfer Value determined by the third actuary be more than the US DB Transfer Value claimed by Grizzly or less than the US DB Transfer Value determined by the Actuary, or (ii) the US DBL APV determined by the third actuary be more than the US DBL APV claimed by Grizzly or less than the US DBL APV determined by the Actuary. Each of the Parties shall bear the fees, costs and expenses of their respective actuaries, and the fees, costs and expenses of the third actuary shall be borne one half by Burgundy and one half by Grizzly. Any decision by the third actuary shall be treated as confidential information by the Parties, except as may be required to obtain judgment on the award or enforce performance thereof or except as disclosure may be required by Law.

(f) For each Spinco US DB Plan that is newly created, Grizzly shall cause to be provided to Burgundy written evidence of (i) the adoption of the Spinco US DB Plan by the applicable member of the Spinco Group, (ii) the creation of the trust thereunder, and (iii) the submission by the Spinco Group of the Spinco US DB Plan to the Internal Revenue Service for a favorable determination letter. Grizzly and Burgundy shall cooperate in the filing of any Internal Revenue Service Forms 5310A required by the transfer of Assets and Liabilities described herein, and anything contained herein to the contrary notwithstanding, the transfer of Assets and Liabilities described herein shall not take place until the 31st day following the filing of all required Forms 5310A. In addition, Grizzly and Burgundy shall cooperate in (A) making all other filings required or appropriate under the Code or ERISA and any applicable securities Laws, (B) implementing all required or appropriate communications with participants, (C) transferring required or appropriate records, and (D) taking all such other actions as may be necessary and appropriate to implement the provisions of this Section 6.2 in a timely manner.

6.3 Canadian DB Plan Spinoff.

(a) As soon as practicable following the Closing Date but effective as of the Effective Time, Spinco shall, or shall cause a member of the Spinco Group to, establish a defined benefit pension plan designed to be a registered pension plan under applicable Canadian Laws, or designate an existing defined benefit pension plan that is so qualified (such plan, in either case, the “**Spinco CN DB Plan**”), to provide benefits to Spinco Employees employed in Canada, and to accept the transfer of Assets and assumption of Liabilities relating to the benefits accrued by the Spinco Employees under the Burgundy Canada Non-Contributory Retirement Plan for Salaried Employees (the “**Burgundy CN DB Plan**”) up to the Effective Time. Upon the completion of the transfer of the Final Adjusted Transfer Amount (as defined below), Spinco (or the applicable member of the Spinco Group) and the Spinco CN DB Plan shall assume and be responsible for (and Grizzly and Spinco shall indemnify Burgundy for) all Liabilities of Burgundy and the Burgundy CN DB Plan for the benefits accrued through the Effective Time by the Spinco Employees who were participants in the Burgundy CN DB Plan before the Effective Time (the “**Transferred CN DB Liabilities**”), and Burgundy and the Burgundy CN DB Plan shall have no further responsibility for the Transferred CN DB Liabilities.

(b) Except as otherwise required by the relevant regulatory authorities, the Estimated CN DB Transfer Amount (as defined below) shall be calculated as of the Effective Time in accordance with **Exhibit D** to this Agreement. As soon as administratively practicable following the Effective Time, the Actuary shall provide Grizzly’s actuary with its determination of the amount of Assets corresponding to the Transferred CN DB Liabilities in the Burgundy CN DB Plan (the “**Estimated CN DB Transfer Amount**”), together with a complete computer file containing the employee data for the Spinco Employees who participated in the Burgundy CN DB Plan immediately prior to the Effective Time and all other relevant information used by the Actuary or otherwise reasonably requested by Grizzly’s actuary as needed to calculate the Estimated CN DB Transfer Amount; provided, however, that the Actuary shall not provide any information with respect to an employee who is not a Spinco Employee that would identify such individual. The Estimated CN DB Transfer Amount provided by the Actuary pursuant to the immediately preceding sentence shall be the “**Final Estimated CN DB Transfer Amount**” and shall be final and binding upon the Parties unless prior to the close of business on the 30th day following Grizzly’s receipt of the information described in the second sentence of this Section 6.3(b), Grizzly delivers to Burgundy a written notice (a “**Section 6.3(b) Notice of Objection**”)

stating that Grizzly believes that the Actuary's calculation of the Estimated CN DB Transfer Amount contains factual or mathematical errors, fails to comply with applicable Law, or otherwise fails to comply with the assumptions expressly set forth in *Exhibit D* and states in reasonable detail the basis for such belief. Should Grizzly timely provide a Section 6.3(b) Notice of Objection, the Parties shall use their reasonable best efforts to resolve promptly (but in any event within 10 days following such Section 6.3(b) Notice of Objection (such period, the "**Section 6.3(b) Resolution Period**") any disagreements regarding the Estimated CN DB Transfer Amount and if they so resolve the disagreements, the agreed Estimated CN DB Transfer Amount shall be the "**Final Estimated CN DB Transfer Amount**" and shall be final and binding upon the Parties. In the event that the Parties cannot resolve such disagreements during the Section 6.3(b) Resolution Period, the Parties shall, within 10 days following the Section 6.3(b) Resolution Period, jointly select and engage an independent third actuary with whom none of the Parties have had a material relationship in the last two years, who shall render its determination promptly (and in any event within 20 days following its engagement) in accordance with the requirements of this Section 6.3 and whose determination shall be the "**Final Estimated CN DB Transfer Amount**" and shall be final and binding upon the Parties. In no event (except for inaccuracy of the data provided) shall (i) the Estimated CN DB Transfer Amount determined by the third actuary be more than the Estimated CN DB Transfer Amount claimed by Grizzly or less than the Estimated CN DB Transfer Amount determined by the Actuary. Each of the Parties shall bear the fees, costs and expenses of their respective actuaries, and the fees, costs and expenses of the third actuary shall be borne one half by Burgundy and one half by Grizzly. Any decision by the third actuary shall be treated as confidential information by the Parties, except as may be required to obtain judgment on the award or enforce performance thereof or except as disclosure may be required by Law. As soon as practicable following the determination of the Final Estimated CN DB Transfer Amount, the Parties shall prepare and file with the relevant regulatory authorities an asset transfer report (the "**CN DB Asset Transfer Report**").

(c) The Final Estimated CN DB Transfer Amount shall bear interest at the rate of return of the Burgundy CN DB Plan between the Effective Time and the actual date of transfer (the "**CN DB Transitional Period**") and shall be further adjusted for benefit payments and plan expenses during the CN DB Transitional Period (the Final Estimated CN DB Transfer Amount as so adjusted, the "**Adjusted CN DB Transfer Amount**"). As soon as practicable after the approval of the Asset Transfer Report by the relevant regulatory authorities, and in any event, within 15 days following such time, the Actuary shall provide Grizzly's actuary with its calculation of the Adjusted CN DB Transfer Amount, together with the relevant information used by the Actuary or otherwise reasonably requested by Grizzly's actuary as needed to calculate the Adjusted CN DB Transfer Amount; provided, however, that the Actuary shall not provide any information with respect to an employee who is not a Spinco Employee that would identify such individual. The Adjusted CN DB Transfer Amount provided by the Actuary pursuant to the immediately preceding sentence shall be the "**Final Adjusted CN DB Transfer Amount**" and shall be final and binding upon the Parties unless prior to the close of business on the 30th day following Grizzly's receipt of the information described in the second sentence of this Section 6.3(c), Grizzly delivers to Burgundy a written notice (a "**Section 6.3(c) Notice of Objection**") stating that Grizzly believes that the Actuary's calculation of the Adjusted CN DB Transfer Amount contains factual or mathematical errors, fails to comply with applicable Law, or otherwise fails to comply with the assumptions expressly set forth in *Exhibit D* and states in reasonable detail the basis for such belief. Should Grizzly timely provide a Section 6.3(c) Notice of Objection, the Parties shall use their reasonable best efforts to resolve promptly (but in any

event within 10 days following such Section 6.3(c) Notice of Objection (such period, the “**Section 6.3(c) Resolution Period**”)) any disagreements regarding the Adjusted CN DB Transfer Amount and if they so resolve the disagreements, the agreed Adjusted CN DB Transfer Amount shall be the “**Final Adjusted CN DB Transfer Amount**” and shall be final and binding upon the Parties. In the event that the Parties cannot resolve such disagreements during the Section 6.3(c) Resolution Period, the Parties shall, within 10 days following the Section 6.3(c) Resolution Period, jointly select and engage an independent third actuary with whom none of the Parties have had a material relationship in the last two years, who shall render its determination promptly (and in any event within 20 days following its engagement) in accordance with the requirements of this Section 6.3 and whose determination shall be the “**Final Adjusted CN DB Transfer Amount**” and shall be final and binding upon the Parties. In no event (except for inaccuracy of the data provided) shall (i) the Adjusted CN DB Transfer Amount determined by the third actuary be more than the Adjusted CN DB Transfer Amount claimed by Grizzly or less than the Adjusted CN DB Transfer Amount determined by the Actuary. Each of the Parties shall bear the fees, costs and expenses of their respective actuaries, and the fees, costs and expenses of the third actuary shall be borne one half by Burgundy and one half by Grizzly.

(d) As soon as practicable after the determination of the Final Adjusted CN DB Transfer Amount, the Parties shall cause the funding agent of the Burgundy CN DB Plan to transfer the Final Adjusted CN DB Transfer Amount to the funding agent of the Spinco CN DB Plan. The Assets transferred pursuant to this Section 6.3 shall be in the form of cash.

(e) Grizzly and Burgundy shall cooperate in (i) making all filings required under applicable Canadian Law, (ii) implementing all appropriate communications with participants, (iii) transferring appropriate records, and (iv) taking all such other actions as may be necessary and appropriate to implement the provisions of this Section 6.3 in a timely manner.

(f) Notwithstanding anything to the contrary contained in this Section 6.3, if any regulatory authority requires that the Final Estimated CN DB Transfer Amount or the Final Adjusted CN DB Transfer Amount be calculated in a different manner than described above, the Parties agree that the Final Estimated CN DB Transfer Amount or the Final Adjusted CN DB Transfer Amount, as applicable, will be calculated in accordance with the requirements of such regulatory authority.

6.4 Taiwanese Pension Plan. This Section 6.4 shall have effect only if the TCI Interests are transferred to Spinco at or prior to the Business Effective Time. From and after the Business Effective Time, Spinco shall cause TCI (a) to retain, pay, perform, fulfill and discharge, in due course in full (and Spinco shall indemnify Burgundy for), all Liabilities under the old pension plan governed by the Labor Standards Law of Taiwan (the “**TW DB Plan**”) and its new pension plan governed by the Labor Pension Act of Taiwan (the “**TW DC Plan**”), and (b) to retain the Assets of the TW DB Plan.

6.5 Nonqualified Deferred Compensation.

(a) As of the Effective Time, Spinco shall establish a U.S. nonqualified retirement plan (the “**Spinco US SERP**”) which is substantially identical to the corresponding U.S. Burgundy Nonqualified Retirement Plan then in effect (“**Burgundy US SERP**”). From and after the Effective Time, (i) Spinco shall assume the Liabilities for all benefits under the

Burgundy US SERP with respect to Spinco Employees who were participants in the Burgundy US SERP as of immediately prior to the Effective Time, (ii) Spinco shall pay all such benefits under the Spinco US SERP in accordance with its terms and (iii) Spinco shall indemnify Burgundy for all such Liabilities described in the immediately preceding clauses (i) and (ii). Notwithstanding anything to the contrary contained in this Section 6.5(a), following the one-year anniversary of the Effective Time, Spinco shall have no obligation to provide additional benefits pursuant to the Spinco US SERP.

(b) As of the Effective Time, Spinco shall establish a deferred compensation plan (the “**Spinco DCP I**”) which is substantially identical to the corresponding Burgundy Deferred Compensation Plan, as amended July 14, 2004 then in effect (“**Burgundy DCP I**”). Notwithstanding the foregoing, the deemed investment opportunities provided under the Spinco DCP I will be the same as offered by Grizzly in its corresponding plan. From and after the Effective Time, (i) Spinco shall assume the Liabilities for all benefits under the Burgundy DCP I with respect to Spinco Employees who were participants in the Burgundy DCP I as of immediately prior to the Effective Time, (ii) Spinco shall pay all such benefits under the Spinco DCP I in accordance with its terms and (iii) Spinco shall indemnify Burgundy for all such Liabilities described in the immediately preceding clauses (i) and (ii). Notwithstanding anything to the contrary contained in this Section 6.5(b), following the one-year anniversary of the Effective Time, Spinco shall have no obligation to provide for additional deferrals of compensation pursuant to the Spinco DCP I.

(c) As of the Effective Time, Spinco shall establish a deferred compensation plan (the “**Spinco DCP II**”) which is substantially identical to the corresponding Burgundy Deferred Compensation Plan, as amended September 24, 2008 then in effect (“**Burgundy DCP II**”). Notwithstanding the foregoing, the deemed investment opportunities provided under the Spinco DCP II will be the same as offered by Grizzly in its corresponding plan. From and after the Effective Time, (i) Spinco shall assume the Liabilities for all benefits under the Burgundy DCP II with respect to Spinco Employees who were participants in the Burgundy DCP II as of immediately prior to the Effective Time, (ii) Spinco shall pay all such benefits under the Spinco DCP II in accordance with its terms and (iii) Spinco shall indemnify Burgundy for all such Liabilities described in the immediately preceding clauses (i) and (ii). Notwithstanding anything to the contrary contained in this Section 6.5(c), following the one-year anniversary of the Effective Time, Spinco shall have no obligation to provide for additional deferrals of compensation pursuant to the Spinco DCP II.

(d) As of the Effective Time, Spinco shall establish a Canadian nonqualified retirement plan (the “**Spinco CN SERP**”) which is substantially identical to the corresponding Burgundy Non-Registered Retirement Plan then in effect (“**Burgundy CN SERP**”). From and after the Effective Time, (i) Spinco shall assume the Liabilities for all benefits under the Burgundy CN SERP with respect to Spinco Employees who were participants in the Burgundy CN SERP as of immediately prior to the Effective Time, (ii) Spinco shall pay all such benefits under the Spinco CN SERP in accordance with its terms and (iii) Spinco shall indemnify Burgundy for all such Liabilities described in the immediately preceding clauses (i) and (ii). Notwithstanding anything to the contrary contained in this Section 6.5(d), following the one-year anniversary of the Effective Time, Spinco shall have no obligation to provide for additional deferrals of compensation pursuant to the Spinco CN SERP.

ARTICLE VII
COLLECTIVE BARGAINING AGREEMENTS

7.1 Exhibit E CBAs. Effective immediately after the Business Transfer Time, (a) Spinco shall, or shall cause the applicable member of the Spinco Group to, assume the collective bargaining agreements (collectively, the “*Exhibit E CBAs*”) identified on *Exhibit E* to this Agreement (including the obligation to honor the terms and conditions thereof and any obligations thereunder requiring a successor to recognize a particular labor union as authorized representative and bargaining agent of an employee group or for any other purpose), (b) Spinco (or the applicable Subsidiary of Spinco) shall be the “Employer” for purposes of each such Exhibit E CBA, (c) the Spinco Group shall have sole responsibility for all Liabilities arising under the Exhibit E CBAs, and (d) Spinco shall indemnify and hold harmless Burgundy and its Affiliates with respect to the Liabilities described in the immediately preceding clause (c). Following the Effective Time, Grizzly and Spinco shall, or shall cause the Spinco Group to, provide any employee benefit required to be provided to any Spinco Employee covered by an Exhibit E CBA pursuant to an employee benefit plan maintained by Burgundy or any of its Affiliates to instead be provided pursuant to an employee benefit plan maintained by Grizzly or one of its Subsidiaries (including Spinco and its Subsidiaries). For the avoidance of doubt, notwithstanding the preceding sentence and anything in this Agreement to the contrary, the Spinco Group shall not assume, and Burgundy shall retain, indemnify and hold Grizzly and its Subsidiaries harmless against, the Excluded Benefits Liabilities.

7.2 LC CBA. Effective immediately after the Business Transfer Time, (a) Spinco shall, or shall cause the applicable member of the Spinco Group to, assume all obligations under the Agreement between PPG Industries, Inc. Chemicals Lake Charles Complex and Local Lodge 470 of District 161 International Association of Machinists and Aerospace Workers dated August 29, 2009 (Lake Charles, Louisiana) (such agreement or any successor to such agreement, the “*LC CBA*”) insofar as such obligations relate to Spinco Employees (including the obligation to honor the terms and conditions thereof and any obligations thereunder requiring a successor to recognize a particular labor union as authorized representative and bargaining agent of an employee group or for any other purpose), (b) Spinco (or the applicable Subsidiary of Spinco) shall be the “Employer” of any Spinco Employees covered by the LC CBA, (c) the Spinco Group shall have sole responsibility for all Liabilities relating to Spinco Employees arising under the LC CBA, and (d) Spinco shall indemnify and hold harmless Burgundy and its Affiliates with respect to the Liabilities described in the immediately preceding clause (c). Following the Effective Time, Grizzly and Spinco shall, or shall cause the Spinco Group to, provide any employee benefit required to be provided to any Spinco Employee covered by the LC CBA pursuant to an employee benefit plan maintained by Burgundy or any of its Affiliates to instead be provided pursuant to an employee benefit plan maintained by Grizzly or one of its Subsidiaries (including Spinco and its Subsidiaries). For the avoidance of doubt, notwithstanding the preceding sentence and anything in this Agreement to the contrary, the Spinco Group shall not assume, and Burgundy shall retain, indemnify and hold Grizzly and its Subsidiaries harmless against, the Excluded Benefits Liabilities.

7.3 Foreign CBAs. As of the Business Transfer Time, the unions representing Spinco Employees located in jurisdictions outside of the United States will continue to represent those employees for purposes of collective bargaining with their respective employers, and the collective bargaining agreements identified on *Exhibit F* to this Agreement (the “*Foreign*